



Office of the City Manager
5555 Perimeter Drive • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Date: November 9, 2021

Initiated By: Robert E. Ranc, Jr., Deputy City Manager/Chief Operating Officer
Paul A. Hammersmith, PE, Director of Engineering/City Engineer
Michael S. Sweder, PE, Civil Engineer II
Yazan S. Ashrawi, Attorney At Law

Re: Ordinance 85-21 – Authorizing the City Manager to Execute an Easement Purchase and Sale Agreement and Four Easement Agreements with AEP Ohio Transmission Company, Inc. as part of the Amlin-Dublin 138 kV Transmission Line Project

SUMMARY

The AEP Ohio Transmission Company, Inc. (“AEP Ohio”) Amlin-Dublin 138 kV Transmission Line Project (the “Project”) scope involves constructing approximately 3.4 miles of single-circuit 138-kilovolt (kV) electric transmission line between the existing Amlin Substation and the existing Dublin Substation as depicted on the location map on page 2. The Project is also referred to as the Dublin West Innovation District Improvements. The Project is located partially in the City of Dublin (the “City”) and partially within the unincorporated area of Washington Township. AEP Ohio has made project information available to the public on its website at www.aeptransmission.com/ohio/WestDublin/index.php. This project website includes the Project Description, Project Updates, Project Releases, Fact Sheet, Timeline, and Structures information.

Dublin staff, EMH&T engineers (the consulting firm designing the City’s University Boulevard and Shier Rings Road/Avery Road Intersection project), and AEP Ohio engineers have closely coordinated the design details associated with their respective projects in the area. Dublin staff has ensured the AEP Ohio plans are holding true to the route, pole type, and pole heights approved by City Council on January 21, 2020. As part of discussions with the City to reduce visual impacts in the Project area, the transmission structures will be approximately 65 feet tall except for where taller structures are necessary to meet span or clearance requirements.

On May 26, 2020, AEP Ohio filed a Letter of Notification and application with the Ohio Power Siting Board (OPSB) for the new power line known as the Amlin-Dublin 138 kV Transmission Line Project, Case No. 20-0946-EL-BLN. As AEP Ohio indicated in their filing with the OPSB, AEP Ohio’s Project will be constructed as a single circuit 138 kV line within an approximately 80-foot-wide permanent right-of-way. AEP Ohio identified and considered several route alternatives and is proposing the same route that was approved by City Council.

The Project requires the acquisition of property interest from the City. After engaging in amicable discussions, the City has agreed to sell the property interests to AEP Ohio necessary to construct and maintain the Project as shown in the location map. As part of these discussions, the City retained its own independent appraiser to value the necessary easements, and AEP Ohio has agreed to pay the amount established by the City’s appraiser.

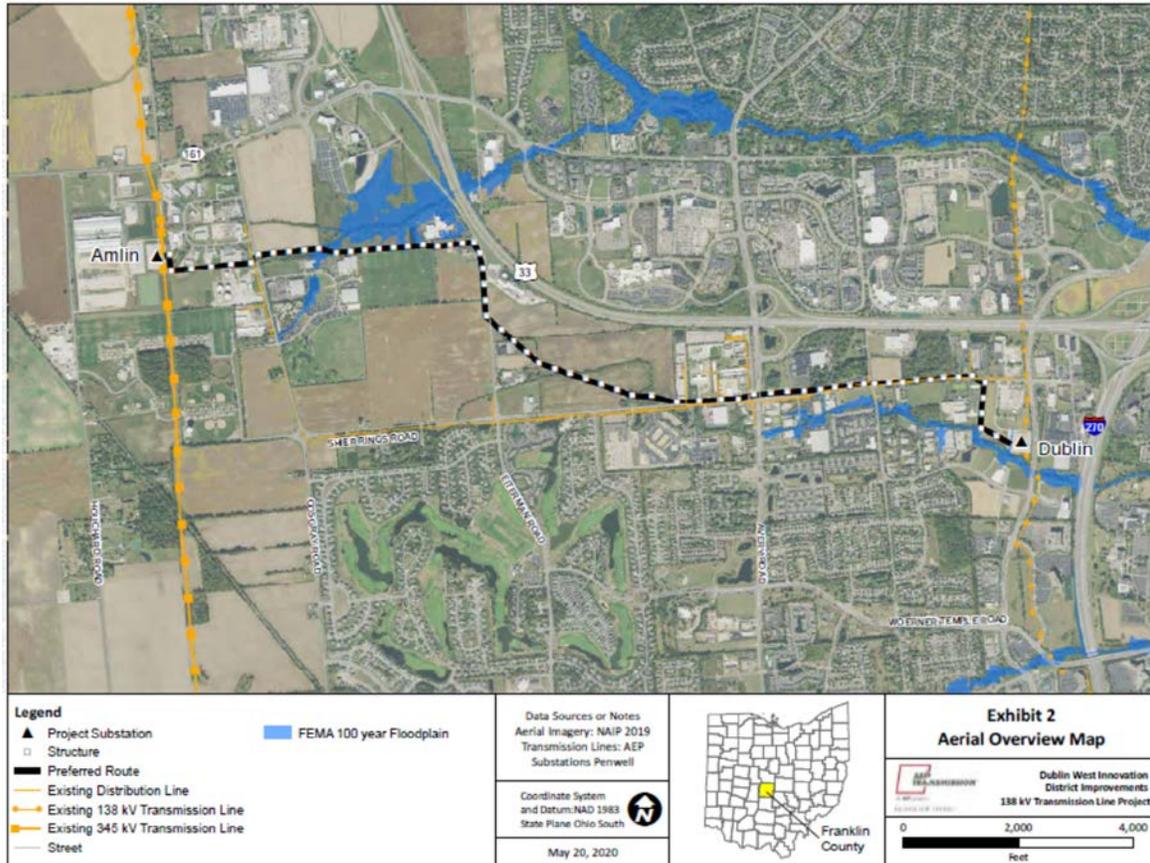
Ordinance 85-21 – Authorizing the City Manager to Execute an Easement Purchase and Sale Agreement and Four Easement Agreements with American Electric Power (AEP) Ohio Transmission Company, Inc. as part of the Amlin-Dublin 138 kV Transmission Line Project

November 9, 2021

Page 2 of 3

AEP Ohio anticipates beginning construction of the Project in early 2022 and presently has a proposed in-service date of May 2022.

LOCATION MAP



ACQUISITION

AEP Ohio is acquiring from the City only the property interest necessary for purposes of the Project. As depicted in the legal descriptions and exhibits attached to this memorandum, and as shown in Figures 1 and 2 on page 3, AEP Ohio is acquiring the following:

AEP Ohio Easement No.	Auditor Parcel ID Number	Property Interest	Area (Acres)	Appraised Value
11	274-012228	Permanent Easement	0.501	\$52,373
24	273-013140	Permanent Easement	0.586	\$152,350
27	274-012317	Permanent Easement	3.238	\$805,998
		Temporary Easement	0.068	
28	274-012327	Permanent Easement	0.872	\$332,425
			Total =	\$1,343,146

In accordance with language in each of the four easements, the easements and the rights granted are exclusively for AEP Ohio and its contractors. No other entity, individual, user, or joint user (such as telecommunication companies) are permitted in the easement area without separate, expressed written consent from the City. Additionally, the City reserves the right to construct light poles, streetlights, shared-use paths, sidewalks and roads within the easement area.

This ordinance authorizes the City Manager to execute the Easement Purchase and Sale Agreement and all necessary conveyance documentation for AEP Ohio to formally acquire the aforementioned property interests.

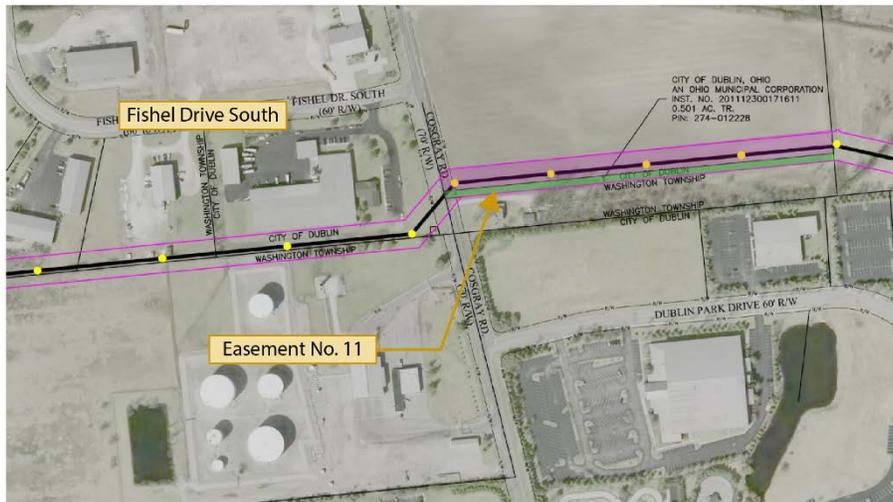


Figure 1: AEP Easement No. 11

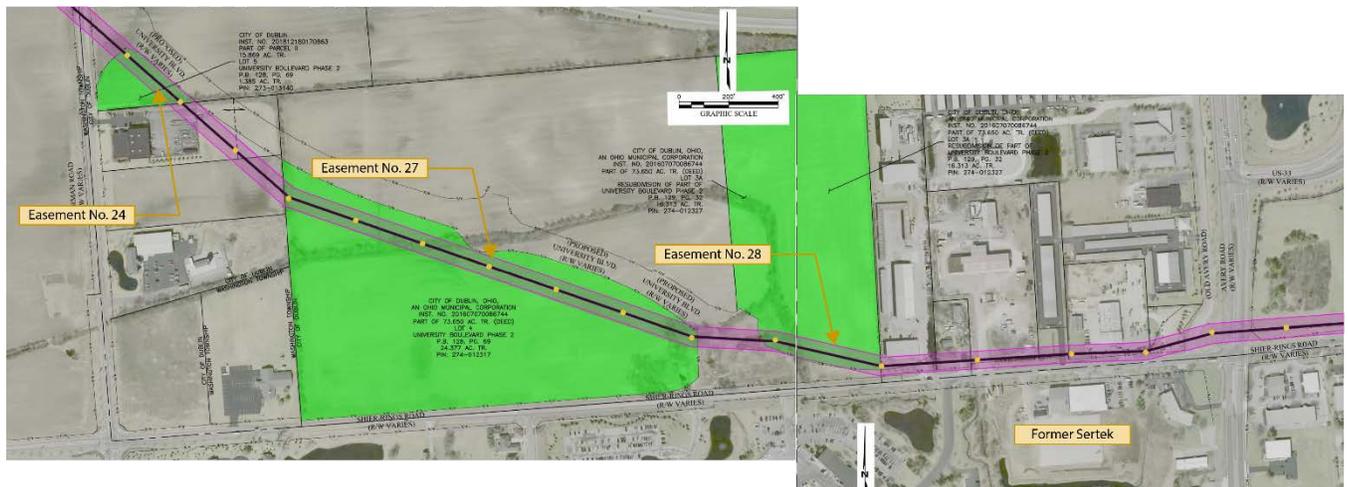


Figure 2: AEP Easements Nos. 24, 27, and 28

RECOMMENDATION

Staff recommends adoption of Ordinance 85-21 at the second reading/public hearing on December 6, 2021, as this ordinance authorizes the City Manager to execute the Easement Purchase and Sale Agreement and all necessary conveyance documentation for the City to formally convey to AEP Ohio the necessary property interests described above.

EASEMENT PURCHASE AND SALE AGREEMENT

This Easement Purchase and Sale Agreement (“Agreement”) is made effective as of the ___ day of _____, 2021 by and between the **City of Dublin**, an Ohio municipal corporation, whose address is 5555 Perimeter Drive, Dublin, Ohio 43017 (“Grantor”) and **AEP Ohio Transmission Company, Inc.**, an Ohio corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 (“AEP”).

RECITALS

WHEREAS, Grantor is the owner of real property more particularly described in the four (4) Easement agreements attached hereto as collective “Exhibit 1” and referred to herein as the “Easements”;

WHEREAS, AEP desires to purchase the Easements from Grantor, and Grantor agrees to sell the Easements to AEP; and

WHEREAS, Grantor and AEP have agreed to a purchase price for the Easements in the amount of One Million Three Hundred Forty-Three Thousand One Hundred Forty-Six Dollars (\$1,343,146.00) (the “Easement Payment”).

AGREEMENT

NOW, THEREFORE, Grantor and AEP, in consideration of the mutual promises and representations set forth below, the recitals set forth above which are understood to be terms of this Agreement, and consideration of the execution of the Easements and corresponding Easement Payment, agree as follows:

1. AEP's Payment To Grantor. Within sixty (60) days of AEP's receipt of executed copies of this Agreement, the Easements, and a Form W-9, AEP will deliver to Grantor a check made payable to "City of Dublin" in the amount of the Easement Payment.

2. Remedy. To the extent that any party violates the terms of this Agreement, the other party will be entitled to recover its reasonable costs and expenses, including attorney's fees, incurred in enforcing the terms of this Agreement and arguing damages associated with a breach of this Agreement.

3. Binding Agreement Subject to Condition Precedent. Subject to approval of the City of Dublin Council for all obligations under this Agreement, this Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

4. Amendments. No amendments, modifications, alterations or additions to this Agreement shall be binding unless made in writing and signed by all parties.

5. Governing Law. This Agreement shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Ohio.

6. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, but together the counterparts shall constitute one and the same document.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Executed:

AEP Ohio Transmission Company, Inc.

By: _____

Print name: _____

Its: _____

City of Dublin

By: _____

Print name: _____

Its: _____

EXHIBIT 1
EASEMENTS

Line Name: Amlin - Dublin

Line No.: TLN380:OH178 **Easement No.:** 11

EASEMENT

On this ___ day of _____, 2021, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, **City of Dublin**, whose address is 5555 Perimeter Drive, Dublin, Ohio 43017 ("Grantor"), an Ohio municipal corporation, hereby grants, sells, conveys, and warrants to **AEP Ohio Transmission Company, Inc.**, a(n) Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP") and its successor electric utilities a permanent easement ("Easement"), for a single electric transmission line, not to exceed 138kV, and for internal communication lines and appurtenant structures, equipment and fixtures (the "Transmission Line"), being, in, on, over, under, through and across the following described lands of Grantor, situated in the State of Ohio, Franklin County, Washington Township, City of Dublin, Tax Parcel Number 274-012228 ("Grantor's Property").

Grantor claims title by General Warranty Deed dated 12/23/2011 from John T. Byers, recorded on 12/30/2011 as instrument number 201112300171611 in the Franklin County Recorder's Office.

Auditor/Key/Tax Number: 274-012228

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

The right to initially construct the Transmission Line within the Easement Area, consistent with the construction drawings attached as Exhibit "B" (the "Initial Construction Plan"). AEP further has the right to reconstruct, operate, maintain, improve, inspect, patrol (by ground or air), protect, repair, remove, replace, and relocate the Transmission Line within the Easement Area in accordance with the terms of this Easement, except as limited by the Ohio Power Siting Board or any successor entity with jurisdiction over such improvements (the "OPSB"). Grantor shall be afforded notice and an opportunity to object to such improvements if available in the course of such OPSB proceedings. This paragraph shall not be construed to prohibit AEP from engaging without notice in any activities, including maintenance activities, that do not require OPSB approval.

Should AEP desire to use the Easement Area in a manner that is substantially or materially different than the use pursuant to the Initial Construction Plan, AEP must first obtain written consent from Grantor, which Grantor shall not unreasonably withhold.

This Easement and the rights granted herein are exclusively for AEP and its contractors. No other entity, individual, user, or joint user, shall be permitted to enter the Easement Area without separate, expressed written consent from Grantor.

The right, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means, any and all trees, overhanging branches, vegetation or brush situated within the Easement Area if, in AEP's sole discretion, said trees or vegetation endanger the safety of, or interfere with the construction, operation, or maintenance of AEP's facilities, or ingress and egress to the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees or vegetation endangers the safety of, or interferes with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

Grantor reserves the right to cultivate annual crops, pasture, or shrubbery, or construct fences (provided gates are installed that adequately provide AEP the access rights conveyed herein), light poles, streetlights, pedestrian and traffic control signs and devices, shared-use paths, sidewalks, and roads, or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or other vegetation or permit or construct any structures or improvements in the Easement Area that, in AEP's sole discretion, obstruct the Transmission Line, cause a violation of applicable regulatory – including clearance – requirements, endanger AEP's facilities within the Easement Area, including via subsidence or loss of support, or otherwise interfere with AEP's rights under this Easement.

AEP agrees to repair or pay Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, lawns, or any structure, real property, or personal property that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

AEP agrees to indemnify and hold harmless Grantor and its employees, agents, successors and assigns from and against any loss, claim or expense, including without limitation, claims for injury or death to person or damage to property or environmental damages occurring as a result of any act or omission of AEP or its successors or assigns in the installation, construction, operation, maintenance, repair, reconstruction, replacement and removal of its facilities or occasioned by any act or omission of AEP or its agents, contractors or employees in violation of a legal duty. This

indemnification shall not apply to damages caused by the negligence or willful misconduct of Grantor or its employees, agents, successors or assigns.

Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

In the event any provision of this Easement agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

This Easement agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Unless otherwise provided, this Easement, or any rights or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

This Easement and the permanent rights conveyed herein shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors, lessees, tenants, licensees, and assigns.

Grantor and AEP represent and warrant that they have the full right and authority to enter into this Easement.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR
City of Dublin

By: _____

Its: _____

State of Ohio §

§

County of _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021 by _____, _____, of City of Dublin, on behalf of the city.

Notary Public

Commission Expires: _____

IN WITNESS WHEREOF, AEP has set its hand(s) and seal(s) as of the last date set forth below.

AEP

By: _____

Its: _____

State of Ohio §

§

County of _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021 by _____, _____, of AEP, on behalf of AEP.

Notary Public

Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of AEP Ohio Transmission Company, Inc., a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, 8600 Smiths Mill Road, New Albany, OH 43054

EXHIBIT "A"

A VARIABLE WIDTH EASEMENT SITUATED IN VIRGINIA MILITARY SURVEY NUMBER 6748, CITY OF DUBLIN, COUNTY OF FRANKLIN, STATE OF OHIO, AND ALSO BEING THE ENTIRETY OF THAT PARCEL OF LAND GRANTED TO CITY OF DUBLIN, OHIO AN OHIO MUNICIPAL CORPORATION BY INSTRUMENT NUMBER 201112300171611 OF THE RECORDER'S OFFICE OF FRANKLIN COUNTY, OHIO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID CITY OF DUBLIN PARCEL, SAID POINT BEING THE **TRUE POINT OF BEGINNING** OF SAID EASEMENT;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, N 13°35'50" W, A DISTANCE OF 20.19 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE LEAVING SAID WESTERLY LINE AND ALONG THE NORTHERLY LINE OF SAID PARCEL, N 84°26'43" E, A DISTANCE OF 1,092.65 FEET TO THE NORTHEAST CORNER OF SAID PARCEL (**REFERENCE POINT TIE-DOWN**);

THENCE LEAVING SAID NORTHERLY LINE AND ALONG THE EASTERLY LINE OF SAID PARCEL, S 04°51'31" E, A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE LEAVING SAID EASTERLY LINE AND ALONG THE SOUTHERLY LINE OF SAID PARCEL, S 84°26'43" W, A DISTANCE OF 1,089.58 FEET TO THE **TRUE POINT OF BEGINNING**, CONTAINING 0.501 ACRES, MORE OR LESS.




TIM A. BAKER
PROFESSIONAL SURVEYOR No. 7818

12-11-2020
DATE

NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AEP OHIO TRANSMISSION COMPANY, INC. FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS PER COUNTY ENGINEER OR ODOT UNLESS OTHERWISE NOTED.

LAND OWNERSHIP INFORMATION IS PROVIDED BY O.R. COLAN ASSOCIATES. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY SAM, LLC.

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)



929 Eastwind Drive,
Suite 201
Westerville, Ohio 43081
Ofc: 614.899.0079
email: info@saminc.biz

SAM PROJ. #: 50574

LINE NAME: AMLIN - DUBLIN 138KV LINE

LINE NUMBER: TLN380:OH178

EASEMENT NO: 11

REVISED: 12/10/2020 (JFP)

AEP OHIO TRANSMISSION COMPANY, INC.

EASEMENT ACROSS THE LANDS OF
CITY OF DUBLIN, OHIO
AN OHIO MUNICIPAL CORPORATION
CONTAINING 0.501± ACRES

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF DUBLIN,
LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 6748

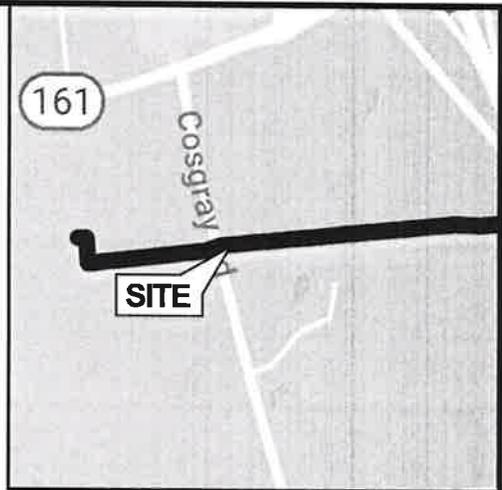
DATE: 12/10/2020

FILE: 274-012228

SHEET: 1 OF 2

EXHIBIT "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N13°35'50"W	20.19'
L2	N84°26'43"E	1,092.65'
L3	S04°51'31"E	20.00'
L4	S84°26'43"W	1,089.58'



VICINITY MAP (NTS)

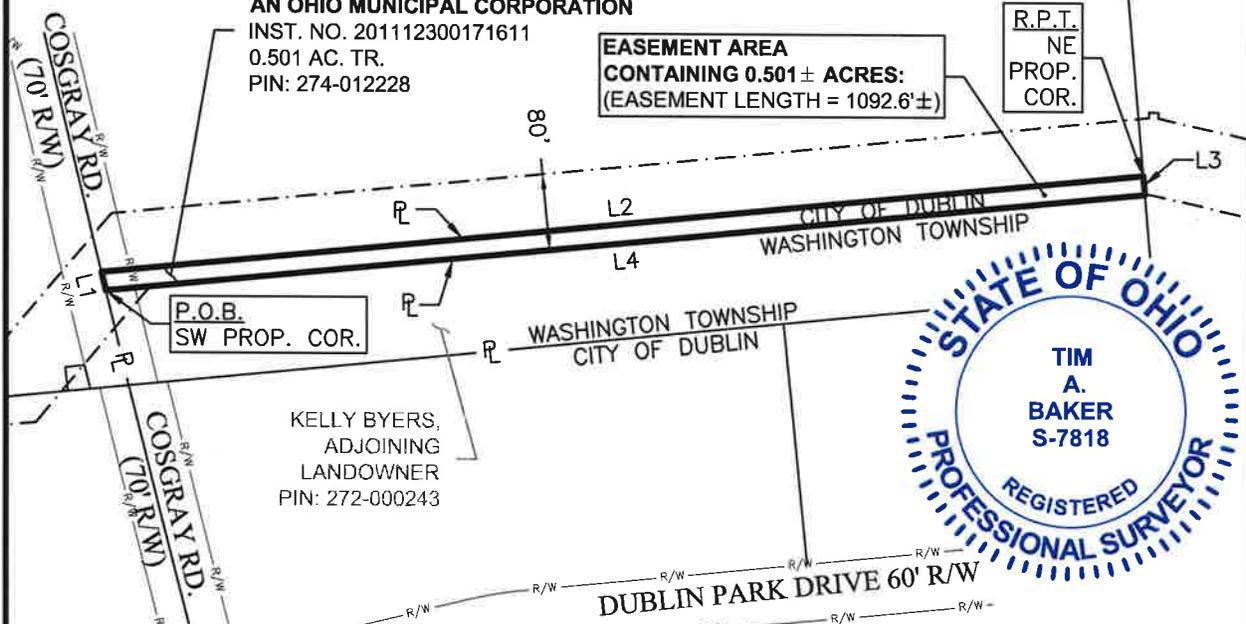
KEVIN G. BENNINGTON, MARK A. BRYANT, LARRY D. CLARKE AND MARC A. PALMER, SUCCESSOR
CO-TRUSTEES OF THE DUROC TRUST,
ADJOINING LANDOWNER
PIN: 274-000010

OHIO UNIVERSITY, AN
INSTRUMENTALITY OF THE
STATE OF OHIO,
ADJOINING LANDOWNER
PIN: 273-011342

CITY OF DUBLIN, OHIO
AN OHIO MUNICIPAL CORPORATION
INST. NO. 201112300171611
0.501 AC. TR.
PIN: 274-012228

EASEMENT AREA
CONTAINING 0.501± ACRES:
(EASEMENT LENGTH = 1092.6'±)

R.P.T.
NE
PROP.
COR.



NOTES:

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BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)

TIM A. BAKER
PROFESSIONAL SURVEYOR No. 7818
DATE



GRAPHIC SCALE

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- R.P.T. REFERENCE POINT TIE-DOWN
- RIGHT-OF-WAY LINE
- ROAD RIGHT-OF-WAY LINE
- ▭ EASEMENT AREA
- P. — PROPERTY LINE (APPROXIMATE)

SAM PROJ. #: 50574
LINE NAME: AMLIN - DUBLIN 138kV LINE
LINE NUMBER: TLN380:OH178
EASEMENT NO: 11

REVISED: 12/10/2020 (JFP)

AEP OHIO TRANSMISSION COMPANY, INC.

EASEMENT ACROSS THE LANDS OF
CITY OF DUBLIN, OHIO
AN OHIO MUNICIPAL CORPORATION
CONTAINING 0.501± ACRES

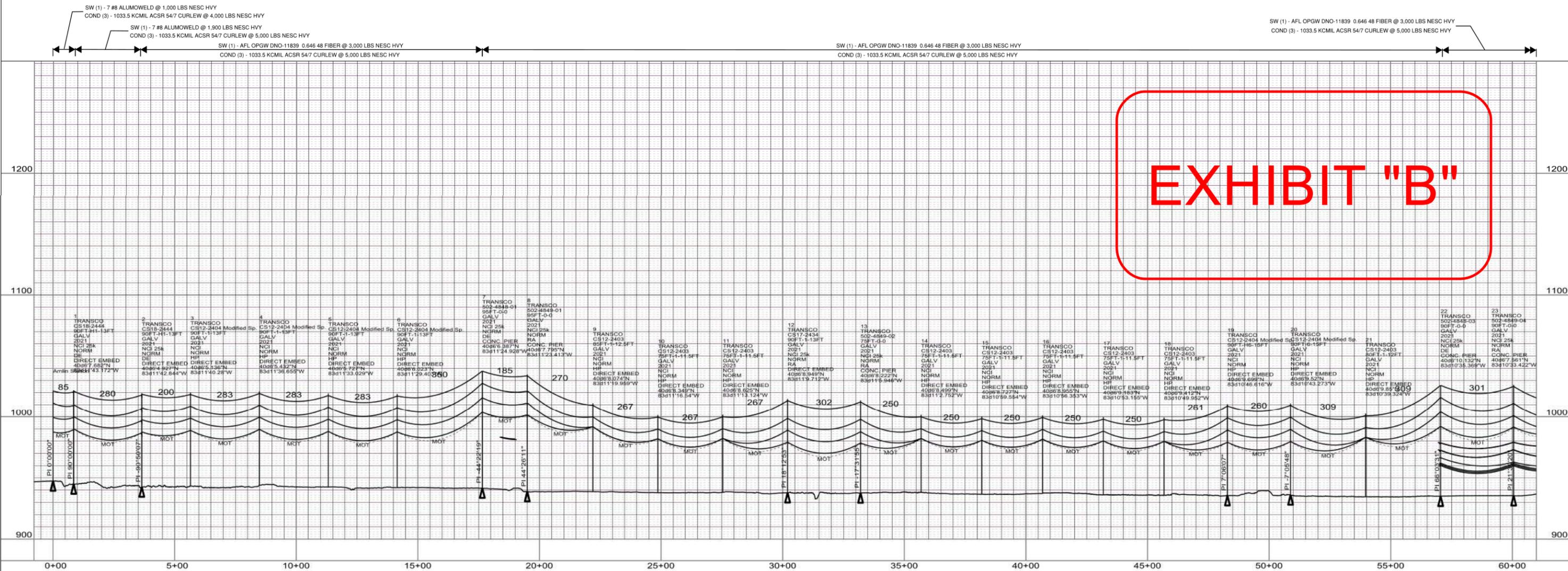
SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF DUBLIN.
LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 6748

SCALE: 1"=200' DATE: 12/10/2020 FILE: 274-012228 SHEET: 2 OF 2



929 Eastwind Drive,
Suite 201
Westerville, Ohio 43081
Ofc: 614.899.0079
email: Info@saminc.biz

EXHIBIT "B"



REV	REVISION DESCRIPTION	DATE	BY
D	PROGRESS PRINT	3/17/2021	CFD

200.0 ft. Horiz. Scale
40.0 ft. Vert. Scale

North

OHIO FRANKLIN COUNTY



ENR:	CFD	OPR:	CFD
DRN:	-	APP:	CFD
DATE:	12/18/20	RW WFO:	

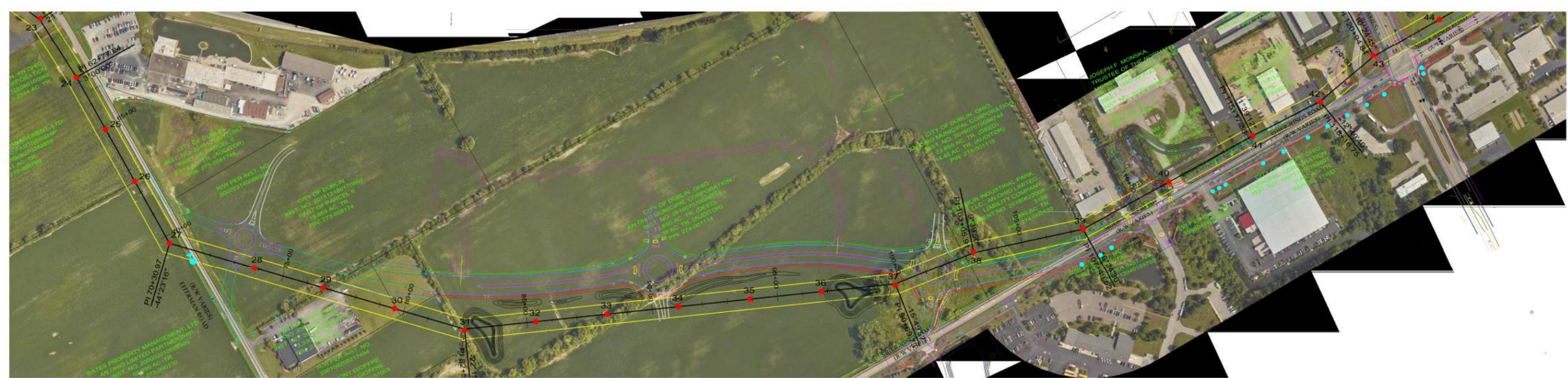
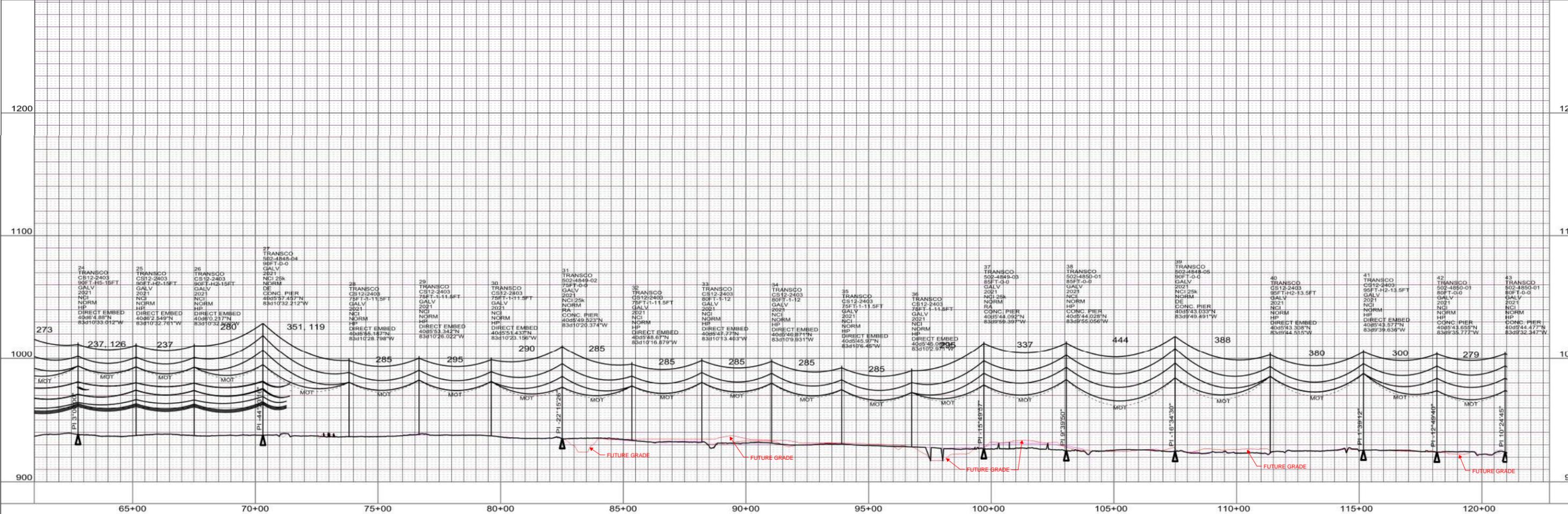
THIS DRAWING IS THE PROPERTY OF AMERICAN ELECTRIC POWER AND IS LOANED UPON CONDITION THAT IT IS NOT TO BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO ANY PERSON WITHOUT THE WRITTEN CONSENT OF AMERICAN ELECTRIC POWER, OR FOR ANY PURPOSE DETRIMENTAL TO THEIR INTEREST, AND IS TO BE RETURNED UPON REQUEST.

OHIO TRANSOCO
AMLIN - DUBLIN 138kV
PLAN & PROFILE

EQUIP: TLN380:OH178
DWG: TLN380:OH178
SHEET: 1 REV: D

FILE: C:\USERS\B27322\DOCUMENTS\PROJECT FILES\AMLIN - DUBLIN\PLS-CADD\AMLIN-DUBLIN 138KV - 2020 CRITERIA

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESV HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESV HVY



REV	REVISION DESCRIPTION	DATE	BY
D	PROGRESS PRINT	3/17/2021	CFD

200.0 ft. Horiz. Scale
40.0 ft. Vert. Scale

North

OHIO FRANKLIN COUNTY

AMERICAN ELECTRIC POWER

ENR: CDF
DPR: CDF
DATE: 12/18/20
RWR: CDF

THIS DRAWING IS THE PROPERTY OF AMERICAN ELECTRIC POWER AND IS LOANED UPON CONDITION THAT IT IS NOT TO BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO ANY PERSON WITHOUT THE WRITTEN CONSENT OF AMERICAN ELECTRIC POWER, OR FOR ANY PURPOSE DETRIMENTAL TO THEIR INTEREST, AND IS TO BE RETURNED UPON REQUEST.

OHIO TRANSOCO
AMLIN - DUBLIN 138kV
PLAN & PROFILE

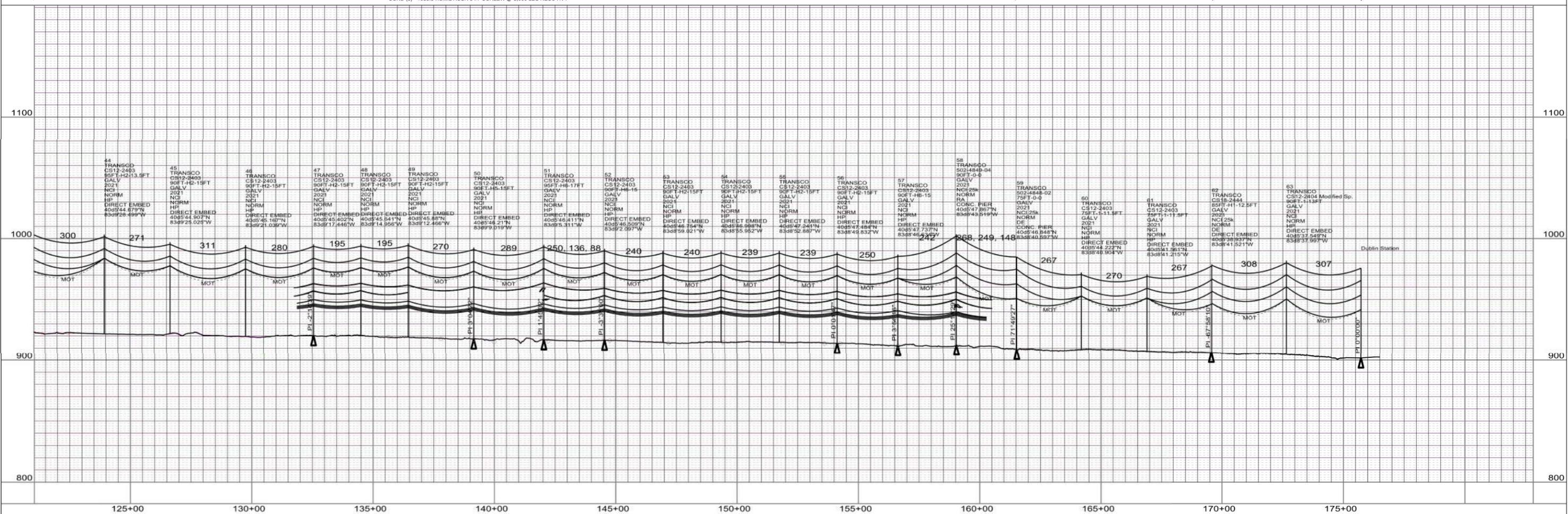
EQUIP: TLN380:OH178
DWG: TLN380:OH178
SHEET: 2
REV: D

SAVE DATE: 3/17/2021 9:25:33 AM

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESC HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESC HVY

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESC HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESC HVY

SW (1) - 7 #8 ALUMOWELD @ 1,800 LBS NESC HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 4,000 LBS NESC HVY



REV	REVISION DESCRIPTION	DATE	BY
D	PROGRESS PRINT	3/17/2021	CFD

200.0 ft. Horiz. Scale
40.0 ft. Vert. Scale

North
OHIO FRANKLIN COUNTY



ENR: CDF
DPR: -
DATE: 12/18/20

OHIO TRANSCO
AMLIN - DUBLIN 138kV
PLAN & PROFILE

EQUIP: TLN380:OH178
DWG: TLN380:OH178
SHEET: 3
REV: D

Line Name: Amlin - Dublin

Line No.: TLN380:OH178 **Easement No.:** 24

EASEMENT

On this ___ day of _____, 2021, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, **City of Dublin**, whose address is 5555 Perimeter Drive, Dublin, Ohio 43017 ("Grantor"), an Ohio municipal corporation, hereby grants, sells, conveys, and warrants to **AEP Ohio Transmission Company, Inc.**, a(n) Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP") and its successor electric utilities a permanent easement ("Easement"), for a single electric transmission line, not to exceed 138kV, and for internal communication lines and appurtenant structures, equipment and fixtures (the "Transmission Line"), being, in, on, over, under, through and across the following described lands of Grantor, situated in the State of Ohio, Franklin County, Washington Township, City of Dublin, Tax Parcel Number 273-013140.

Grantor claims title by General Warranty Deed, Instrument Number 201812180170863, recorded 12/18/2018 in the Franklin County Recorder's Office.

Auditor/Key/Tax Number: 273-013140

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

The right to initially construct the Transmission Line within the Easement Area, consistent with the construction drawings attached as Exhibit "B" (the "Initial Construction Plan"). AEP further has the right to reconstruct, operate, maintain, improve, inspect, patrol (by ground or air), protect, repair, remove, replace, and relocate the Transmission Line within the Easement Area in accordance with the terms of this Easement, except as limited by the Ohio Power Siting Board or any successor entity with jurisdiction over such improvements (the "OPSB"). Grantor shall be afforded notice and an opportunity to object to such improvements if available in the course of such OPSB proceedings. This paragraph shall not be construed to prohibit AEP from engaging without notice in any activities, including maintenance activities, that do not require OPSB approval.

Should AEP desire to use the Easement Area in a manner that is substantially or materially different than the use pursuant to the Initial Construction Plan, AEP must first obtain written consent from Grantor, which Grantor shall not unreasonably withhold.

This Easement and the rights granted herein are exclusively for AEP and its contractors. No other entity, individual, user, or joint user, shall be permitted to enter the Easement Area without separate, expressed written consent from Grantor.

The right, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means, any and all trees, overhanging branches, vegetation or brush situated within the Easement Area if, in AEP's sole discretion, said trees or vegetation endanger the safety of, or interfere with the construction, operation, or maintenance of AEP's facilities, or ingress and egress to the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees or vegetation endangers the safety of, or interferes with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

Grantor reserves the right to cultivate annual crops, pasture, or shrubbery, or construct fences (provided gates are installed that adequately provide AEP the access rights conveyed herein), light poles, streetlights, pedestrian and traffic control signs and devices, shared-use paths, sidewalks, and roads, or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or other vegetation or permit or construct any structures or improvements in the Easement Area that, in AEP's sole discretion, obstruct the Transmission Line, cause a violation of applicable regulatory – including clearance – requirements, endanger AEP's facilities within the Easement Area, including via subsidence or loss of support, or otherwise interfere with AEP's rights under this Easement.

AEP agrees to repair or pay Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, lawns, or any structure, real property, or personal property that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

AEP agrees to indemnify and hold harmless Grantor and its employees, agents, successors and assigns from and against any loss, claim or expense, including without limitation, claims for injury or death to person or damage to property or environmental damages occurring as a result of any act or omission of AEP or its successors or assigns in the installation, construction, operation, maintenance, repair, reconstruction, replacement and removal of its facilities or occasioned by any act or omission of AEP or its agents, contractors or employees in violation of a legal duty. This

indemnification shall not apply to damages caused by the negligence or willful misconduct of Grantor or its employees, agents, successors or assigns.

Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

In the event any provision of this Easement agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

This Easement agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Unless otherwise provided, this Easement, or any rights or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

This Easement and the permanent rights conveyed herein shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors, lessees, tenants, licensees, and assigns.

Grantor and AEP represent and warrant that they have the full right and authority to enter into this Easement.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR
City of Dublin

By: _____

Its: _____

State of Ohio §

§

County of _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021 by _____, _____, of City of Dublin, on behalf of the city.

Notary Public

Commission Expires: _____

IN WITNESS WHEREOF, AEP has set its hand(s) and seal(s) as of the last date set forth below.

AEP

By: _____

Its: _____

State of Ohio §

§

County of _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021 by _____, _____, of AEP, on behalf of AEP.

Notary Public

Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of AEP Ohio Transmission Company, Inc., a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, 8600 Smiths Mill Road, New Albany, OH 43054

EXHIBIT "A"

A VARIABLE WIDTH EASEMENT SITUATED IN VIRGINIA MILITARY SURVEY NUMBER 6748, CITY OF DUBLIN, COUNTY OF FRANKLIN, STATE OF OHIO, BEING A PART OF LOT 5 OF UNIVERSITY BOULEVARD PHASE 2 (PLAT BOOK 128, PAGE 69), AND ALSO BEING A PART OF PARCEL II OF THOSE PARCELS OF LAND GRANTED TO CITY OF DUBLIN BY INSTRUMENT NUMBER 201812180170863 OF THE RECORDER'S OFFICE OF FRANKLIN COUNTY, OHIO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5 (**POINT OF COMMENCEMENT**);

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, N 04°18'43" W, A DISTANCE OF 51.29 FEET TO A POINT OF CURVATURE ON THE SOUTHERLY RIGHT OF WAY OF THE AFORESAID UNIVERSITY BOULEVARD;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY, ALSO BEING THE NORTHERLY LINE OF SAID LOT 5, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 195.00 FEET, AN ARC LENGTH OF 184.45 FEET, A CHORD BEARING OF N 22°47'38" E, AND A CHORD LENGTH OF 177.65 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, N 49°53'31" E, A DISTANCE OF 3.31 FEET TO THE TRUE **POINT OF BEGINNING** OF SAID EASEMENT;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, N 49°53'31" E, A DISTANCE OF 33.62 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 46.00 FEET, AN ARC LENGTH OF 45.11 FEET, A CHORD BEARING OF N 77°58'54" E, AND A CHORD LENGTH OF 43.32 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 166.00 FEET, AN ARC LENGTH OF 78.74 FEET, A CHORD BEARING OF S 60°20'30" E, AND A CHORD LENGTH OF 78.00 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, S 46°45'15" E, A DISTANCE OF 56.32 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 2551.50 FEET, AN ARC LENGTH OF 203.82 FEET, A CHORD BEARING OF S 49°02'34" E, AND A CHORD LENGTH OF 203.77 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 5;

THENCE ALONG SAID SOUTHERLY LINE, S 84°41'41" W, A DISTANCE OF 114.33 FEET (**REFERENCE POINT TIE-DOWN**), WHICH BEARS N 84°41'41" E, A DISTANCE OF 285.66 FEET FROM THE **POINT OF COMMENCEMENT**;

THENCE LEAVING SAID SOUTHERLY LINE AND THROUGH SAID LOT 5, N 48°41'25" W, A DISTANCE OF 288.80 FEET TO THE TRUE **POINT OF BEGINNING**, CONTAINING 0.586 ACRES, MORE OR LESS.



Tim Baker
TIM A. BAKER
PROFESSIONAL SURVEYOR No. 7818

2-2-21
DATE

NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AEP OHIO TRANSMISSION COMPANY, INC. FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS PER COUNTY ENGINEER OR ODOT UNLESS OTHERWISE NOTED.

LAND OWNERSHIP INFORMATION IS PROVIDED BY O.R. COLAN ASSOCIATES. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY SAM, LLC.

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)



929 Eastwind Drive,
Suite 201
Westerville, Ohio 43081
Ofc: 614.899.0079
email: info@saminc.biz

SAM PROJ. #: 50574

LINE NAME: AMLIN - DUBLIN 138kV LINE

LINE NUMBER: TLN380:OH178

EASEMENT NO: 24

REVISED: 02/01/2021 (SLS)

AEP OHIO TRANSMISSION COMPANY, INC.

EASEMENT ACROSS THE LANDS OF
CITY OF DUBLIN
CONTAINING 0.894± ACRES

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF DUBLIN.
LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 6748

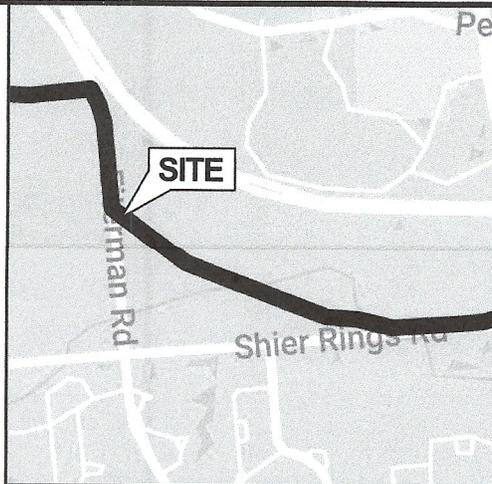
DATE: 2/1/2021

FILE: 273-013140-APP

SHEET: 1 OF 2

EXHIBIT "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N04°18'43"W	51.29'
L2	N49°53'31"E	3.31'
L3	N49°53'31"E	33.62'
L4	S46°45'15"E	56.32'
L5	S84°41'41"W	114.33'
L6	N48°41'25"W	288.80'
L7	N84°41'41"E	285.66'



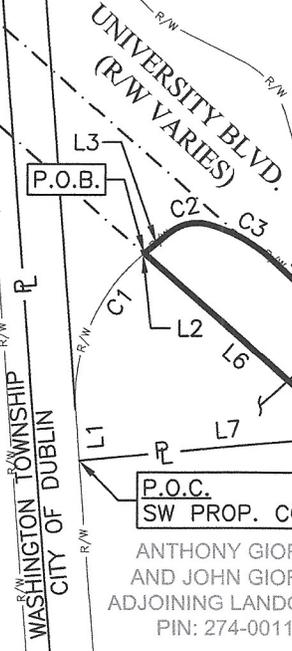
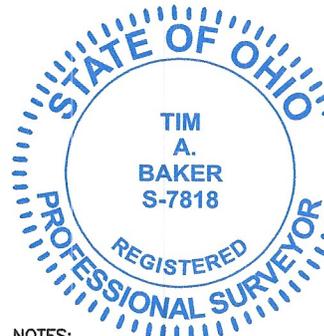
VICINITY MAP (NTS)

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CH. BEARING	CH. LENGTH
C1	054°11'45"	195.00'	184.45'	N22°47'38"E	177.65'
C2	056°10'53"	46.00'	45.11'	N77°58'54"E	43.32'
C3	027°10'34"	166.00'	78.74'	S60°20'30"E	78.00'
C4	004°34'37"	2551.50'	203.82'	S49°02'34"E	203.77'

BATES PROPERTY MANAGEMENT, LTD., AN OHIO LIMITED PARTNERSHIP, ADJOINING LANDOWNER
PIN: 272-000130

EASEMENT AREA
CONTAINING 0.586± ACRES:
(EASEMENT LENGTH = 320.0'±)

CITY OF DUBLIN
INST. NO. 201812180170863
PART OF PARCEL II
15.869 AC. TR.
LOT 5, UNIVERSITY BOULEVARD
PHASE 2
P.B. 128, PG. 69
1.385 AC. TR.
PIN: 273-013140



NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AEP OHIO TRANSMISSION COMPANY, INC. FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS PER COUNTY ENGINEER OR ODOT UNLESS OTHERWISE NOTED.

LAND OWNERSHIP INFORMATION IS PROVIDED BY O.R. COLAN ASSOCIATES. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY SAM, LLC.

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.P.T. REFERENCE POINT TIE-DOWN
- RIGHT-OF-WAY LINE
- ROAD RIGHT-OF-WAY LINE
- ▭ EASEMENT AREA
- PROPERTY LINE (APPROXIMATE)



929 Eastwind Drive,
Suite 201
Westerville, Ohio 43081
Ofc: 614.899.0079
email: info@saminc.biz

Tim Baker
TIM A. BAKER
PROFESSIONAL SURVEYOR No. 7818

12-2-21
DATE



SAM PROJ. #: 50574	GRAPHIC SCALE
LINE NAME: <u>AMLIN - DUBLIN 138kV LINE</u>	
LINE NUMBER: <u>TLN380:OH178</u>	
EASEMENT NO: 24	
REVISED: 02/01/2021 (SLS)	

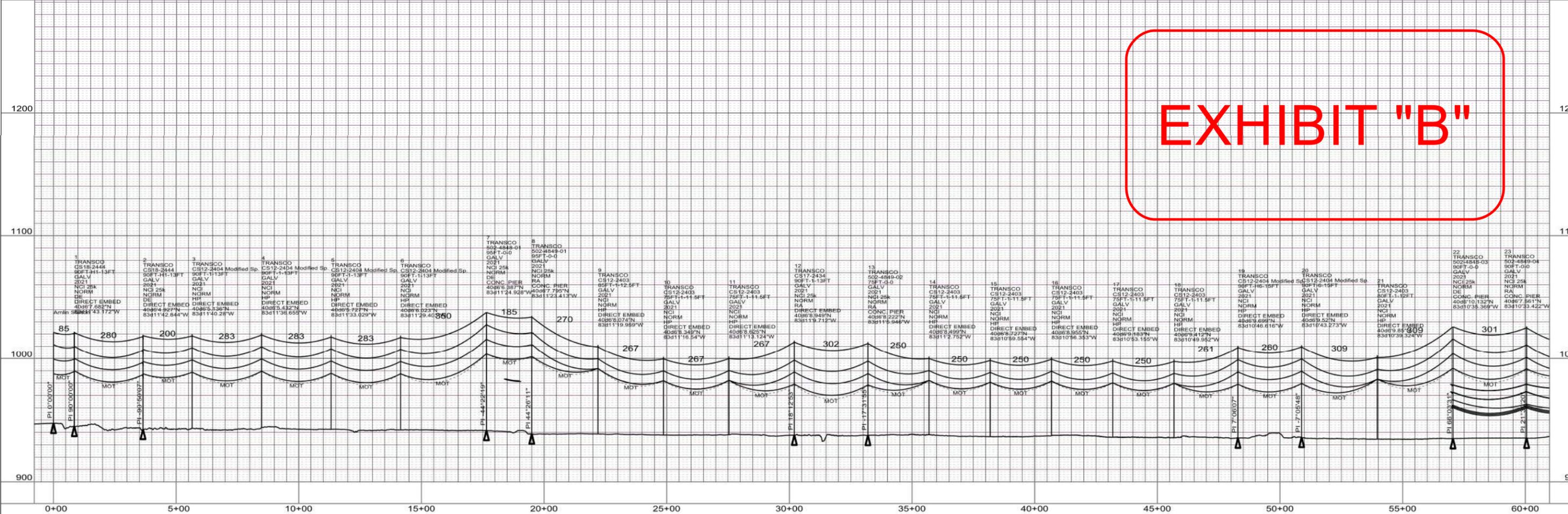
AEP OHIO TRANSMISSION COMPANY, INC.			
EASEMENT ACROSS THE LANDS OF CITY OF DUBLIN CONTAINING 0.586± ACRES			
SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF DUBLIN. LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 6748			
SCALE: 1"=200'	DATE: 2/1/2021	FILE: 273-013140-APP	SHEET: 2 OF 2

SW (1) - 7 #8 ALUMOWELD @ 1,000 LBS NESV HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 4,000 LBS NESV HVY
SW (1) - 7 #8 ALUMOWELD @ 1,900 LBS NESV HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESV HVY
SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESV HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESV HVY

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESV HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESV HVY

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESV HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESV HVY

EXHIBIT "B"



REV	REVISION DESCRIPTION	DATE	BY
D	PROGRESS PRINT	3/17/2021	CFD

200.0 ft. Horiz. Scale
40.0 ft. Vert. Scale



ENR:	CFD	OPR:	CFD
DRN:	-	APP:	CFD
DATE:	12/18/20	REV W/PNO:	

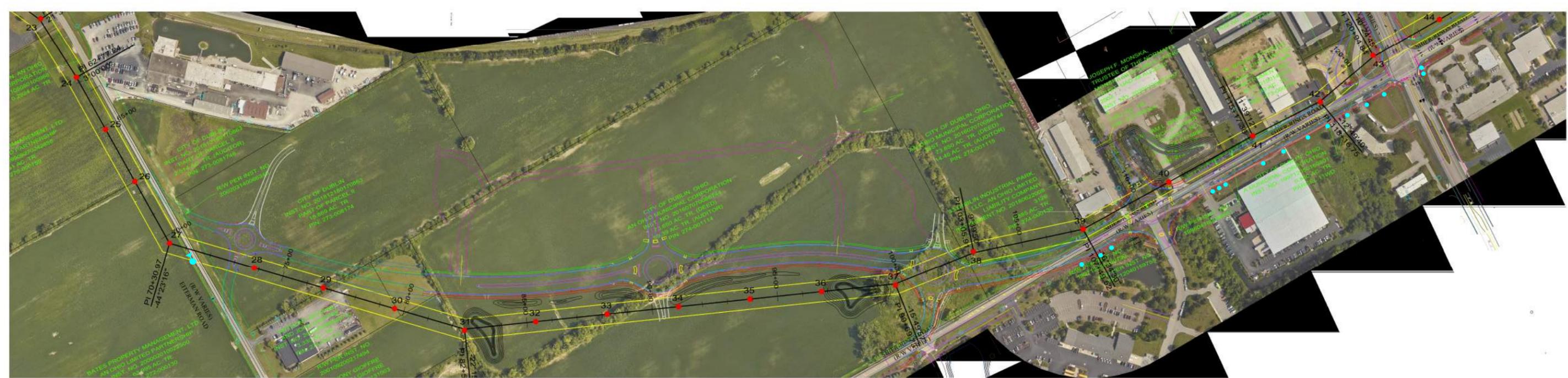
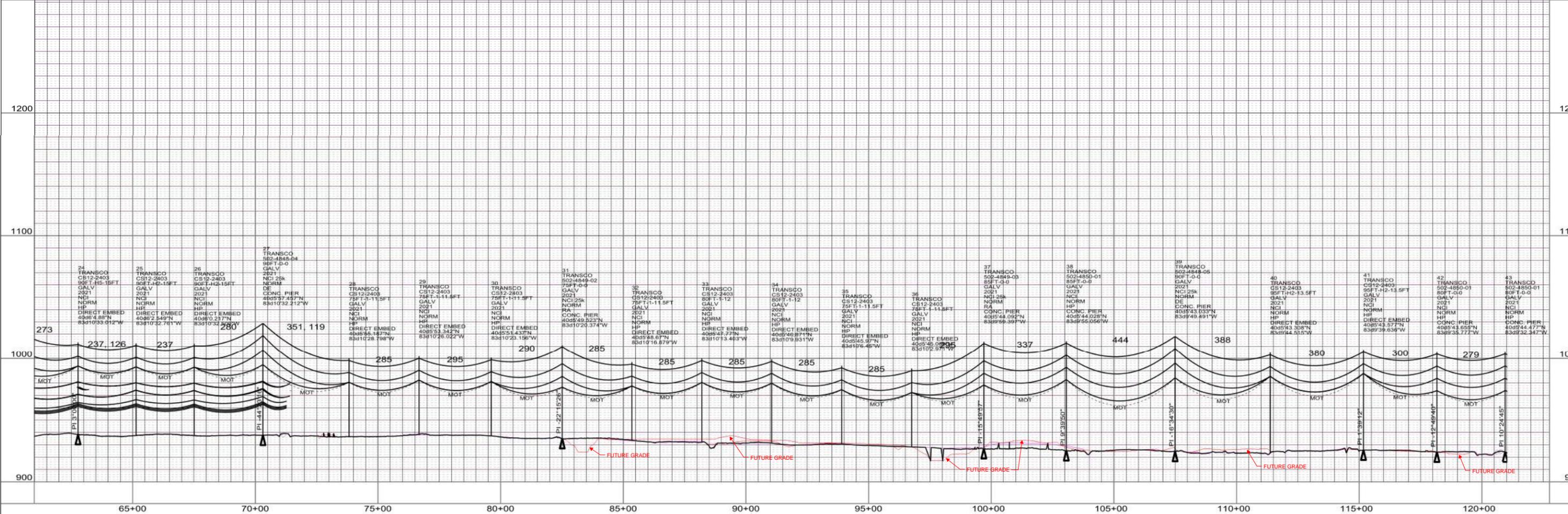
THIS DRAWING IS THE PROPERTY OF AMERICAN ELECTRIC POWER AND IS LOANED UPON CONDITION THAT IT IS NOT TO BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO ANY PERSON WITHOUT THE WRITTEN CONSENT OF AMERICAN ELECTRIC POWER, OR FOR ANY PURPOSE DETRIMENTAL TO THEIR INTEREST, AND IS TO BE RETURNED UPON REQUEST.

**OHIO TRANSCO
AMLIN - DUBLIN 138kV
PLAN & PROFILE**

EQUIP: TLN380:OH178
DWG: TLN380:OH178
SHEET: 1 REV: D

FILE: C:\USERS\B27322\DOCUMENTS\PROJECT FILES\AMLIN - DUBLIN\PLS-CADD\AMLIN-DUBLIN 138KV - 2020 CRITERIA

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESV HVV
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESV HVV



REV	REVISION DESCRIPTION	DATE	BY
D	PROGRESS PRINT	3/17/2021	CFD

200.0 ft. Horiz. Scale
40.0 ft. Vert. Scale

North

OHIO FRANKLIN COUNTY

ENR: CDF
DPR: CDF
DATE: 12/18/20
RWR: CDF

THIS DRAWING IS THE PROPERTY OF AMERICAN ELECTRIC POWER AND IS LOANED UPON CONDITION THAT IT IS NOT TO BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO ANY PERSON WITHOUT THE WRITTEN CONSENT OF AMERICAN ELECTRIC POWER, OR FOR ANY PURPOSE DETRIMENTAL TO THEIR INTEREST, AND IS TO BE RETURNED UPON REQUEST.

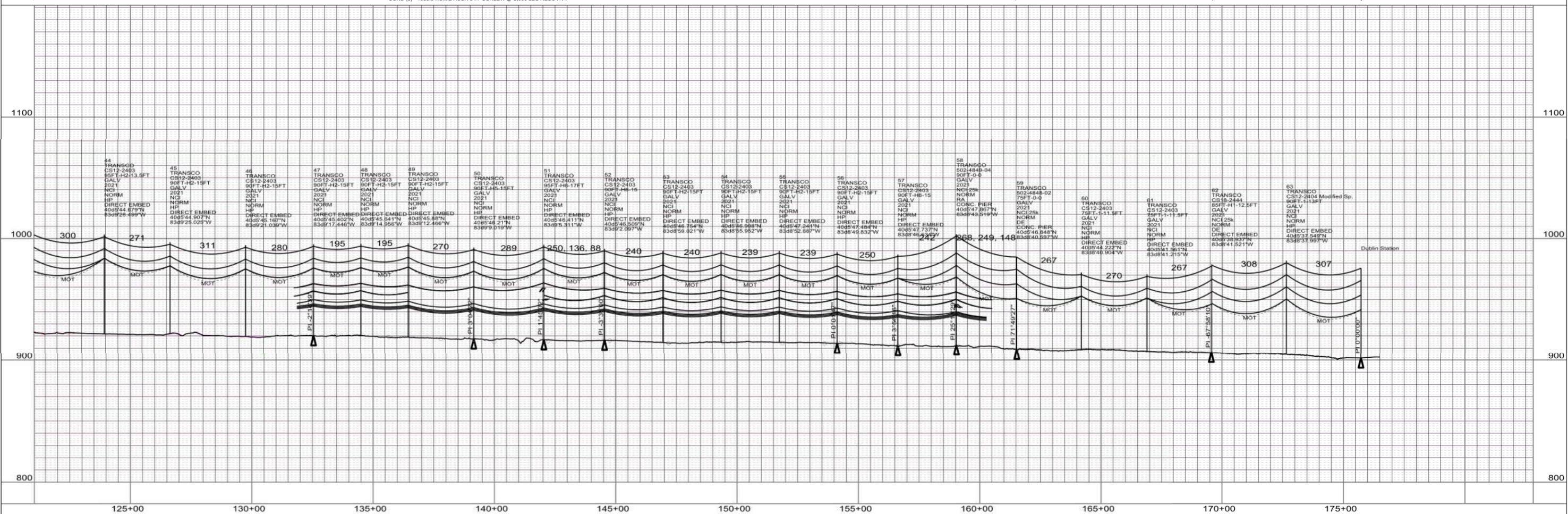
OHIO TRANSOCO
AMLIN - DUBLIN 138kV
PLAN & PROFILE

EQUIP: TLN380:OH178
DWG: TLN380:OH178
SHEET: 2
REV: D

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESC HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESC HVY

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESC HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESC HVY

SW (1) - 7 #8 ALUMOWELD @ 1,800 LBS NESC HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 4,000 LBS NESC HVY



REV	REVISION DESCRIPTION	DATE	BY
D	PROGRESS PRINT	3/17/2021	CFD

200.0 ft. Horiz. Scale
40.0 ft. Vert. Scale

North
OHIO FRANKLIN COUNTY



ENR: CDF
DPR: -
DATE: 12/18/20

OPR: CDF
APP: CDF
REV WFO:

THIS DRAWING IS THE PROPERTY OF AMERICAN ELECTRIC POWER AND IS LOANED UPON CONDITION THAT IT IS NOT TO BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO ANY PERSON WITHOUT THE WRITTEN CONSENT OF AMERICAN ELECTRIC POWER, OR FOR ANY PURPOSE DETRIMENTAL TO THEIR INTEREST, AND IS TO BE RETURNED UPON REQUEST.

OHIO TRANSCO
AMLIN - DUBLIN 138kV
PLAN & PROFILE

EQUIP: TLN380:OH178
DWG: TLN380:OH178
SHEET: 3 REV: D

Line Name: Amlin - Dublin

Line No.: TLN380:OH178 **Easement No.:** 27

EASEMENT

On this ____ day of _____, 2021, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, **City of Dublin**, whose address is 5555 Perimeter Drive, Dublin, Ohio 43017 ("Grantor"), an Ohio municipal corporation, hereby grants, sells, conveys, and warrants to **AEP Ohio Transmission Company, Inc.**, a(n) Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP") and its successor electric utilities a permanent easement ("Easement"), for a single electric transmission line, not to exceed 138kV, and for internal communication lines and appurtenant structures, equipment and fixtures (the "Transmission Line"), being, in, on, over, under, through and across the following described lands of Grantor, situated in the State of Ohio, Franklin County, Washington Township, City of Dublin, Tax Parcel Number 274-012317 ("Grantor's Property").

Grantor claims title by General Warranty Deed dated 6/30/2016 from RBG Properties, an Ohio general partnership, recorded on 07/07/2016 as instrument number 201607070086744 in the Franklin County Recorder's Office.

Auditor/Key/Tax Number: 274-012317

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

The right to initially construct the Transmission Line within the Easement Area, consistent with the construction drawings attached as Exhibit "B" (the "Initial Construction Plan"). AEP further has the right to reconstruct, operate, maintain, improve, inspect, patrol (by ground or air), protect, repair, remove, replace, and relocate the Transmission Line within the Easement Area in accordance with the terms of this Easement, except as limited by the Ohio Power Siting Board or any successor entity with jurisdiction over such improvements (the "OPSB"). Grantor shall be afforded notice and an opportunity to object to such improvements if available in the course of such OPSB proceedings.

This paragraph shall not be construed to prohibit AEP from engaging without notice in any activities, including maintenance activities, that do not require OPSB approval.

Should AEP desire to use the Easement Area in a manner that is substantially or materially different than the use pursuant to the Initial Construction Plan, AEP must first obtain written consent from Grantor, which Grantor shall not unreasonably withhold.

This Easement and the rights granted herein are exclusively for AEP and its contractors. No other entity, individual, user, or joint user, shall be permitted to enter the Easement Area without separate, expressed written consent from Grantor.

The right, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means, any and all trees, overhanging branches, vegetation or brush situated within the Easement Area if, in AEP's sole discretion, said trees or vegetation endanger the safety of, or interfere with the construction, operation, or maintenance of AEP's facilities, or ingress and egress to the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees or vegetation endangers the safety of, or interferes with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

Grantor reserves the right to cultivate annual crops, pasture, or shrubbery, or construct fences (provided gates are installed that adequately provide AEP the access rights conveyed herein), light poles, streetlights, pedestrian and traffic control signs and devices, shared-use paths, sidewalks, and roads, or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or other vegetation or permit or construct any structures or improvements in the Easement Area that, in AEP's sole discretion, obstruct the Transmission Line, cause a violation of applicable regulatory – including clearance – requirements, endanger AEP's facilities within the Easement Area, including via subsidence or loss of support, or otherwise interfere with AEP's rights under this Easement.

AEP agrees to repair or pay Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, lawns, or any structure, real property, or personal property that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

AEP agrees to indemnify and hold harmless Grantor and its employees, agents, successors and assigns from and against any loss, claim or expense, including without limitation, claims for injury or death to person or damage to property or environmental damages occurring as a result of any act or omission of AEP or its successors or assigns in the installation, construction, operation,

maintenance, repair, reconstruction, replacement and removal of its facilities or occasioned by any act or omission of AEP or its agents, contractors or employees in violation of a legal duty. This indemnification shall not apply to damages caused by the negligence or willful misconduct of Grantor or its employees, agents, successors or assigns.

Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

In the event any provision of this Easement agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

This Easement agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Unless otherwise provided, this Easement, or any rights or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

This Easement and the permanent rights conveyed herein shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors, lessees, tenants, licensees, and assigns.

Grantor and AEP represent and warrant that they have the full right and authority to enter into this Easement.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR
City of Dublin

By: _____

Its: _____

State of Ohio §

§

County of _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021 by _____, _____, of City of Dublin, on behalf of the city.

Notary Public

Commission Expires: _____

IN WITNESS WHEREOF, AEP has set its hand(s) and seal(s) as of the last date set forth below.

AEP

By: _____

Its: _____

State of Ohio §

§

County of _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021 by _____, _____, of AEP, on behalf of AEP.

Notary Public

Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of AEP Ohio Transmission Company, Inc., a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, 8600 Smiths Mill Road, New Albany, OH 43054

EXHIBIT "A"

AN 80 FOOT WIDE PERMANENT EASEMENT SITUATED IN VIRGINIA MILITARY SURVEY NUMBER 3452, CITY OF DUBLIN, COUNTY OF FRANKLIN, STATE OF OHIO, BEING PART OF 24.377-ACRE LOT 4 AS SHOWN ON UNIVERSITY BOULEVARD PHASE 2 (PLAT BOOK 128, PAGE 69), AND ALSO BEING A PART OF THAT PARCEL OF LAND GRANTED TO CITY OF DUBLIN, OHIO, AN OHIO MUNICIPAL CORPORATION BY INSTRUMENT NUMBER 201607070086744 OF THE RECORDER'S OFFICE OF FRANKLIN COUNTY, OHIO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 4, ALSO BEING A NON-TANGENTIAL POINT OF CURVATURE ON THE WESTERLY AND SOUTHWESTERLY RIGHT OF WAY LINES OF SAID UNIVERSITY BOULEVARD, AS SHOWN ON SAID PLAT, SAID POINT BEING THE **TRUE POINT OF BEGINNING** OF SAID PERMANENT EASEMENT;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S 01°26'39" E, A DISTANCE OF 58.12 FEET;

THENCE LEAVING SAID RIGHT OF WAY AND THROUGH SAID CITY OF DUBLIN PARCEL, THE FOLLOWING THREE (3) COURSES:

1. N 86°46'48" W, A DISTANCE OF 31.20 FEET (PASSING THE **POINT OF BEGINNING** OF A SUBSEQUENT TEMPORARY EASEMENT AT 19.93 FEET);

2. N 70°56'52" W, A DISTANCE OF 1,727.07 FEET;

3. S 30°10'51" W, A DISTANCE OF 0.20 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL (**REFERENCE POINT TIE-DOWN**), WHICH BEARS N 04°08'13" W, A DISTANCE OF 30.77 FEET FROM THE SOUTHEAST CORNER OF AN ADJOINING PARCEL OF LAND GRANTED TO ANTHONY GIOFFRE AND JOHN GIOFFRE BY INSTRUMENT NUMBER 200301310031944 OF SAID RECORDER'S OFFICE (**POINT OF REFERENCE**);

THENCE ALONG SAID WESTERLY LINE, N 04°08'13" W, A DISTANCE OF 111.56 FEET;

THENCE LEAVING SAID WESTERLY LINE AND THROUGH SAID CITY OF DUBLIN PARCEL, THE FOLLOWING TWO (2) COURSES:

1. S 48°41'25" E, A DISTANCE OF 59.01 FEET;

2. S 70°56'52" E, A DISTANCE OF 1,679.03 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF AFORESAID UNIVERSITY BOULEVARD;

THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1348.50, AN ARC LENGTH OF 50.06 FEET, A CHORD BEARING OF S 51°01'40" E, AND A CHORD LENGTH OF 50.05 FEET TO THE **TRUE POINT OF BEGINNING** OF SAID PERMANENT EASEMENT, CONTAINING 3.238 ACRES, MORE OR LESS.



Tim Baker
 TIM A. BAKER
 PROFESSIONAL SURVEYOR No. 7818

2-2-21
 DATE

NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AEP OHIO TRANSMISSION COMPANY, INC. FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS PER COUNTY ENGINEER OR ODOT UNLESS OTHERWISE NOTED.

LAND OWNERSHIP INFORMATION IS PROVIDED BY O.R. COLAN ASSOCIATES. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY SAM, LLC.

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)



929 Eastwind Drive,
 Suite 201
 Westerville, Ohio 43081
 Ofc: 614.899.0079
 email: info@saminc.biz

SAM PROJ. #: 50574
LINE NAME: <u>AMLIN - DUBLIN 138KV LINE</u>
LINE NUMBER: <u>TLN380:OH178</u>
EASEMENT NO: 27
REVISED: 02/01/2021 (SLS)

AEP OHIO TRANSMISSION COMPANY, INC.		
EASEMENT ACROSS THE LANDS OF CITY OF DUBLIN, OHIO, AN OHIO MUNICIPAL CORPORATION CONTAINING 3.238± ACRES		
SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF DUBLIN, LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 3452		
DATE: 2/1/2021	FILE: 274-012317-APP	SHEET: 1 OF 4

EXHIBIT "A"

A 20 FOOT WIDE TEMPORARY EASEMENT SITUATED IN VIRGINIA MILITARY SURVEY NUMBER 3452, CITY OF DUBLIN, COUNTY OF FRANKLIN, STATE OF OHIO, BEING PART OF 24.377-ACRE LOT 4 AS SHOWN ON UNIVERSITY BOULEVARD PHASE 2 (PLAT BOOK 128, PAGE 69), AND ALSO BEING A PART OF THAT PARCEL OF LAND GRANTED TO CITY OF DUBLIN, OHIO, AN OHIO MUNICIPAL CORPORATION BY INSTRUMENT NUMBER 201607070086744 OF THE RECORDER'S OFFICE OF FRANKLIN COUNTY, OHIO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 4, ALSO BEING A NON-TANGENTIAL POINT OF CURVATURE ON THE WESTERLY AND SOUTHWESTERLY RIGHT OF WAY LINES OF SAID UNIVERSITY BOULEVARD, AS SHOWN ON SAID PLAT, SAID POINT BEING THE **TRUE POINT OF BEGINNING** OF THE PERMANENT EASEMENT DESCRIBED ON SHEET 1 OF 4 HEREIN;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, AND THE EASTERLY LINE OF SAID PERMANENT EASEMENT, S 01°26'39" E, A DISTANCE OF 58.12 FEET;

THENCE LEAVING SAID RIGHT OF WAY AND ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID PERMANENT EASEMENT, N 86°46'48" W, A DISTANCE OF 19.93 FEET TO THE **TRUE POINT OF BEGINNING** OF SAID TEMPORARY EASEMENT;

THENCE LEAVING SAID PERMANENT EASEMENT, AND THROUGH SAID PARCEL, S 03°46'48" E, A DISTANCE OF 138.42 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID UNIVERSITY BOULEVARD;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 24.08 FEET, A CHORD BEARING OF S 52°26'51" W, AND A CHORD LENGTH OF 24.06 FEET;

THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND THROUGH SAID CITY OF DUBLIN PARCEL, N 03°46'48" W, A DISTANCE OF 156.88 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE AFORESAID PERMANENT EASEMENT;

THENCE ALONG SAID SOUTHWESTERLY EASEMENT LINE, THE FOLLOWING TWO (2) COURSES:

1. S 70°56'52" E, A DISTANCE OF 9.57 FEET;
2. S 86°46'48" E, A DISTANCE OF 11.27 FEET TO THE **TRUE POINT OF BEGINNING** OF SAID TEMPORARY EASEMENT, CONTAINING 0.068 ACRES, MORE OR LESS.



Tim Baker
TIM A. BAKER
PROFESSIONAL SURVEYOR No. 7818

2-2-21
DATE

NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AEP OHIO TRANSMISSION COMPANY, INC. FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS PER COUNTY ENGINEER OR ODOT UNLESS OTHERWISE NOTED.

LAND OWNERSHIP INFORMATION IS PROVIDED BY O.R. COLAN ASSOCIATES. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY SAM, LLC.

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)



929 Eastwind Drive,
Suite 201
Westerville, Ohio 43081
Ofc: 614.899.0079
email: info@saminc.biz

SAM PROJ. #: 50574
LINE NAME: AMLIN - DUBLIN 138KV LINE
LINE NUMBER: <u>TLN380:OH178</u>
EASEMENT NO: 27

REVISED: 02/01/2021 (SLS)

AEP OHIO TRANSMISSION COMPANY, INC.		
EASEMENT ACROSS THE LANDS OF CITY OF DUBLIN, OHIO, AN OHIO MUNICIPAL CORPORATION CONTAINING 3.238± ACRES		
SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF DUBLIN. LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 3452		
DATE: 2/1/2021	FILE: 274-012317-APP	SHEET: 2 OF 4

EXHIBIT "A"

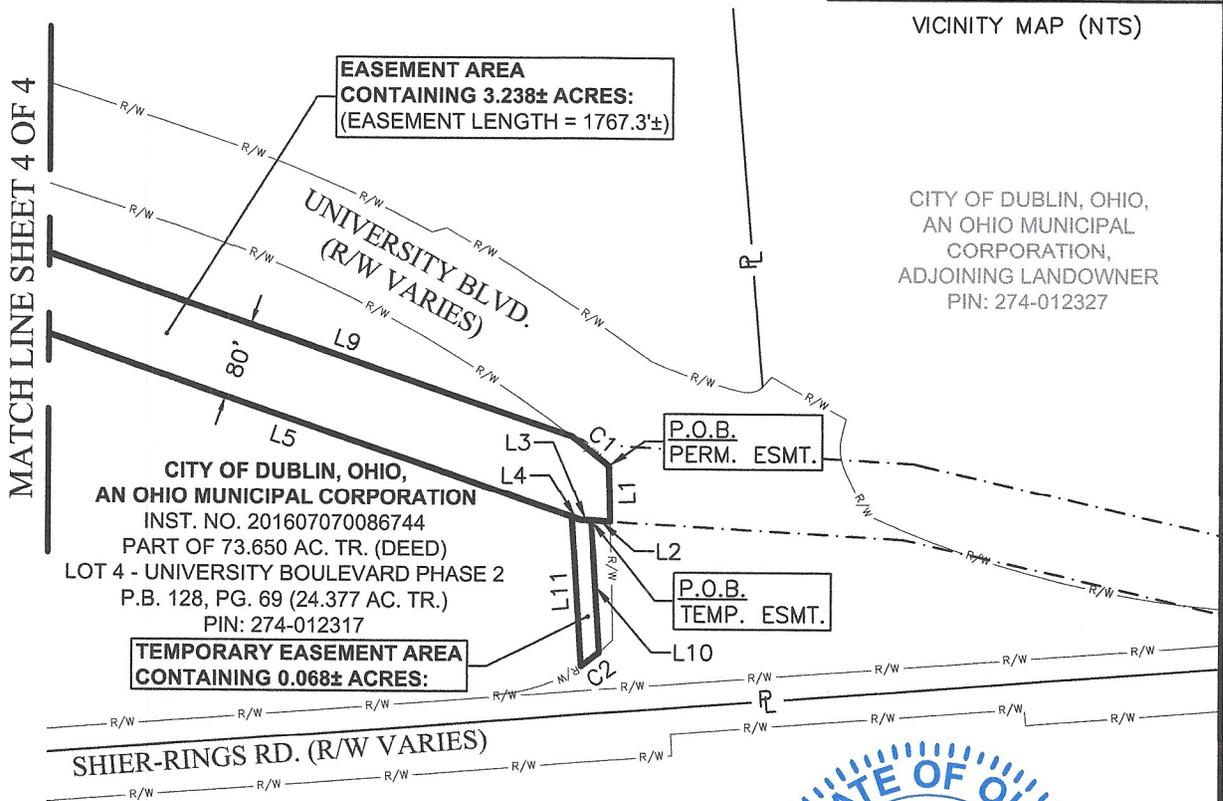
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°26'39"E	58.12'
L2	N86°46'48"W	19.93'
L3	N86°46'48"W	11.27'
L4	N70°56'52"W	9.57'

LINE TABLE		
LINE	BEARING	DISTANCE
L5	N70°56'52"W	1,717.50'
L9	S70°56'52"E	1,679.03'
L10	S03°46'48"E	138.42'
L11	N03°46'48"W	156.88'

SEE SHEET 4 OF 4 FOR CURVE TABLE



VICINITY MAP (NTS)



CITY OF DUBLIN, OHIO,
AN OHIO MUNICIPAL
CORPORATION,
ADJOINING LANDOWNER
PIN: 274-012327

MATCH LINE SHEET 4 OF 4

NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AEP OHIO TRANSMISSION COMPANY, INC. FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS PER COUNTY ENGINEER OR ODOT UNLESS OTHERWISE NOTED.

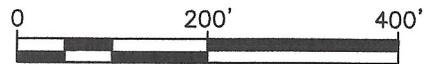
LAND OWNERSHIP INFORMATION IS PROVIDED BY O.R. COLAN ASSOCIATES. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY SAM, LLC.

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)



Tim Baker
TIM A. BAKER
PROFESSIONAL SURVEYOR No. 7818

2-2-21
DATE



GRAPHIC SCALE

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- R.P.T. REFERENCE POINT TIE-DOWN
- RIGHT-OF-WAY LINE
- ROAD RIGHT-OF-WAY LINE
- ▭ EASEMENT AREA
- P. — PROPERTY LINE (APPROXIMATE)

SAM PROJ. #: 50574

LINE NAME: AMLIN - DUBLIN 138kV LINE

LINE NUMBER: TLN380:OH178

EASEMENT NO: 27

REVISED: 02/01/2021 (SLS)

AEP OHIO TRANSMISSION COMPANY, INC.

EASEMENT ACROSS THE LANDS OF
CITY OF DUBLIN, OHIO,
AN OHIO MUNICIPAL CORPORATION
CONTAINING 3.238± ACRES

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF DUBLIN.
LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 3452

SCALE: 1"=200' DATE: 2/1/2021 FILE: 274-012317-APP SHEET: 3 OF 4



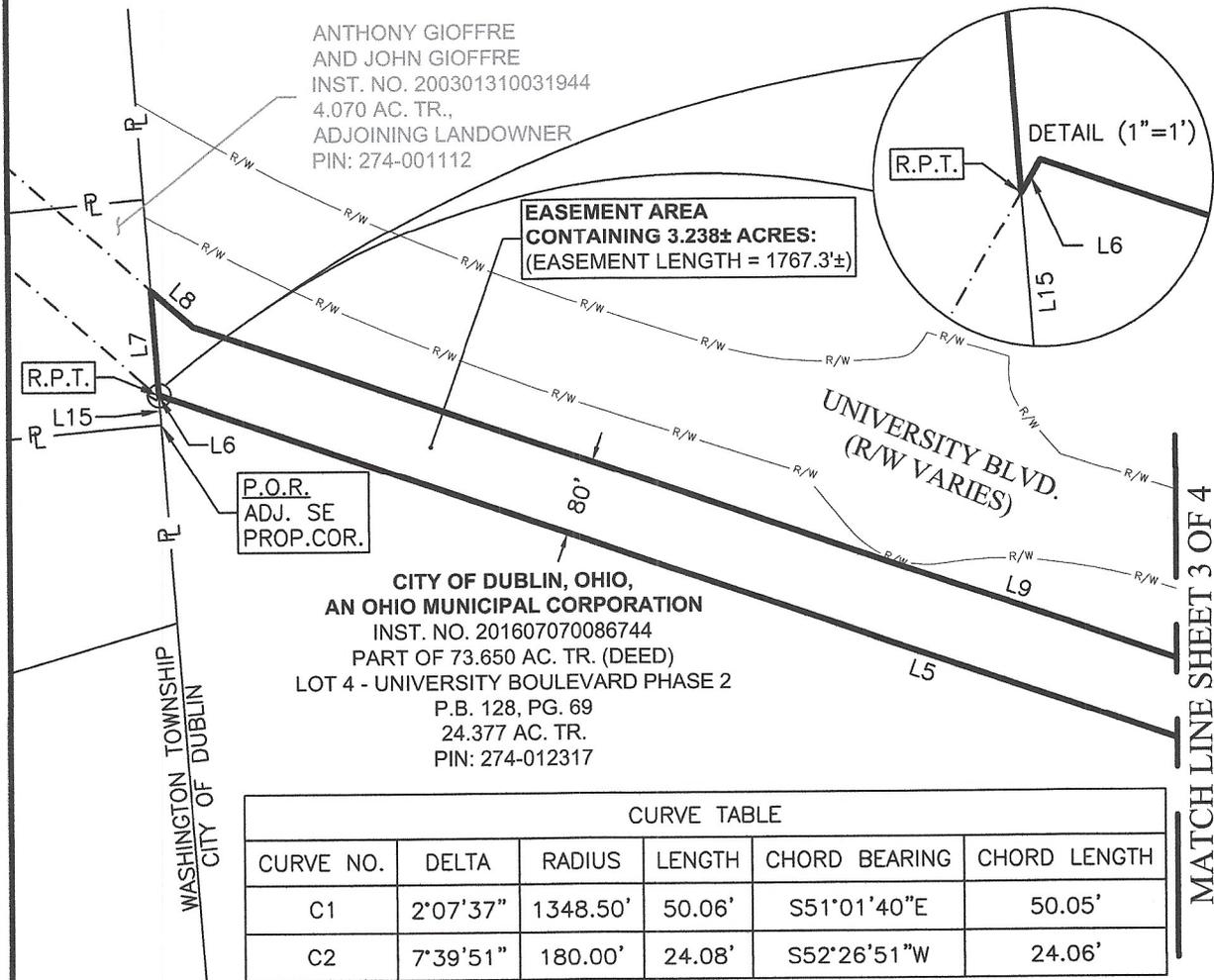
929 Eastwind Drive,
Suite 201
Westerville, Ohio 43081
Ofc: 614.899.0079
email: info@saminc.biz

EXHIBIT "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L5	N70°56'52"W	1,717.50'
L6	S30°10'51"W	0.20'
L7	N04°08'13"W	111.56'
L8	S48°41'25"E	59.01'
L9	S70°56'52"E	1,679.03'
L15	N04°08'13"W	30.77'



VICINITY MAP (NTS)



NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AEP OHIO TRANSMISSION COMPANY, INC. FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS PER COUNTY ENGINEER OR ODOT UNLESS OTHERWISE NOTED.

LAND OWNERSHIP INFORMATION IS PROVIDED BY O.R. COLAN ASSOCIATES. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY SAM, LLC.

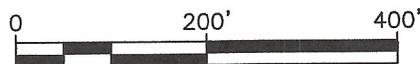
BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- R.P.T. REFERENCE POINT TIE-DOWN
- RIGHT-OF-WAY LINE
- - - ROAD RIGHT-OF-WAY LINE
- ▭ EASEMENT AREA
- P. PROPERTY LINE (APPROXIMATE)



929 Eastwind Drive,
Suite 201
Westerville, Ohio 43081
Ofc: 614.899.0079
email: info@saminc.biz



GRAPHIC SCALE

SAM PROJ. #: 50574

LINE NAME: AMLIN - DUBLIN 138kV LINE

LINE NUMBER: TLN380:OH178

EASEMENT NO: 27

REVISED: 02/01/2021 (SLS)

AEP OHIO TRANSMISSION COMPANY, INC.

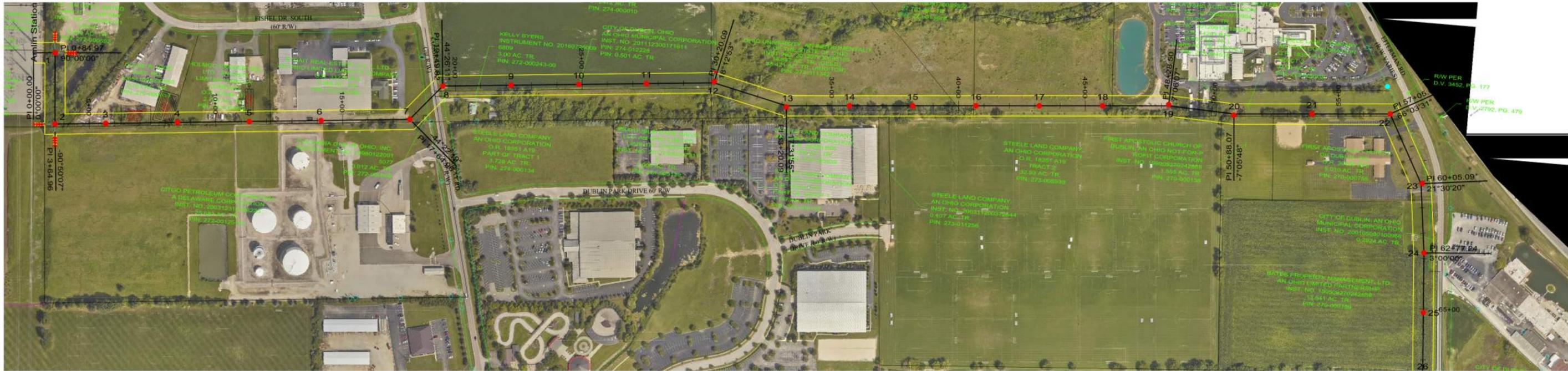
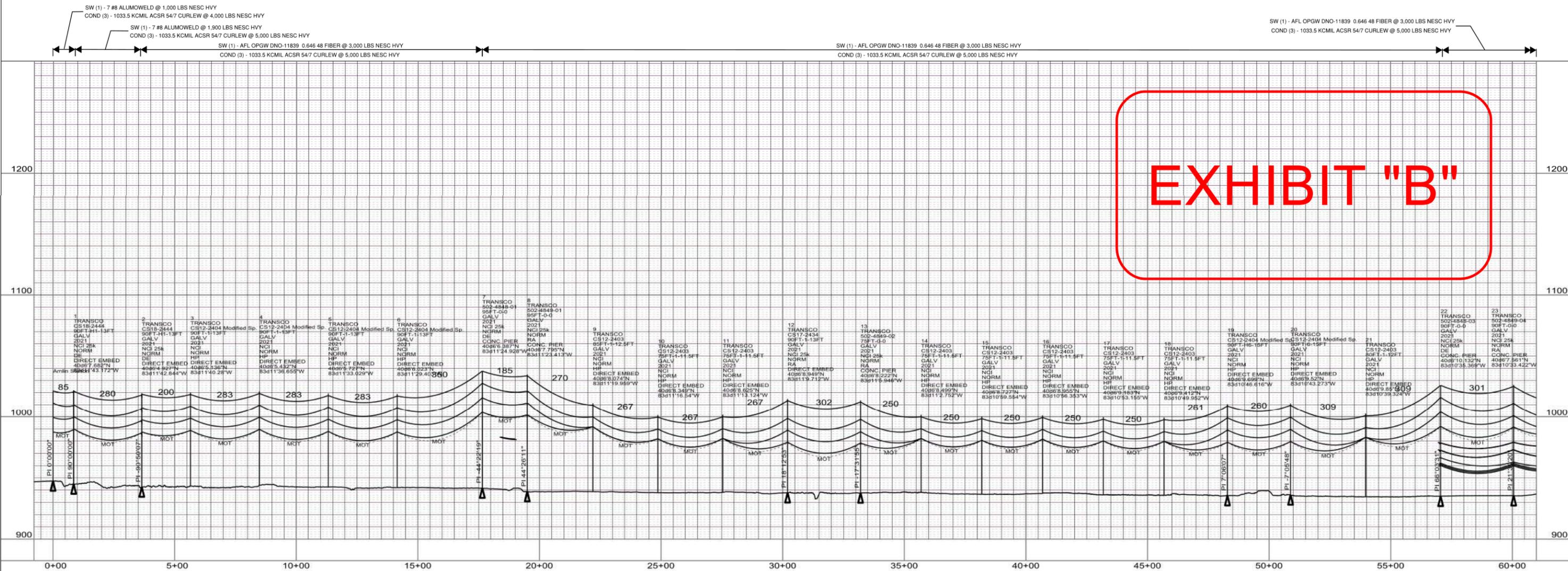
EASEMENT ACROSS THE LANDS OF
CITY OF DUBLIN, OHIO,
AN OHIO MUNICIPAL CORPORATION
CONTAINING 3.238± ACRES

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF DUBLIN.
LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 3452

SCALE: 1"=200' DATE: 2/1/2021 FILE: 274-012317-APP SHEET: 4 OF 4

MATCH LINE SHEET 3 OF 4

EXHIBIT "B"



REV	REVISION DESCRIPTION	DATE	BY
D	PROGRESS PRINT	3/17/2021	CFD

200.0 ft. Horiz. Scale
40.0 ft. Vert. Scale



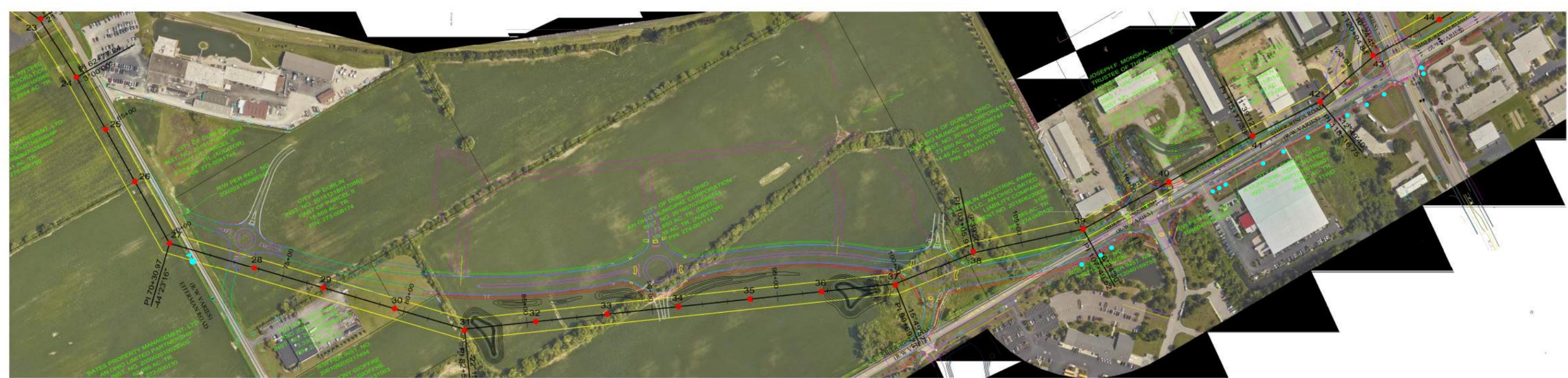
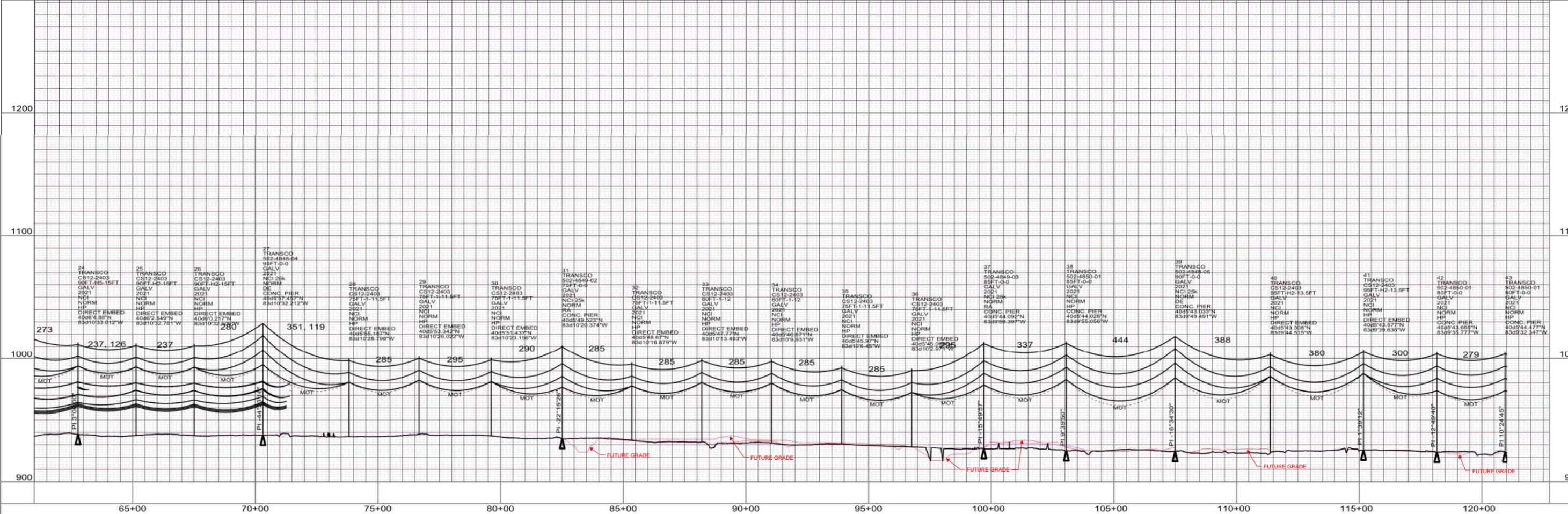
ENGR:	CFD	CHKD:	CFD
DRN:	-	APP:	CFD
DATE:	12/18/20	REV W/PNO:	

THIS DRAWING IS THE PROPERTY OF AMERICAN ELECTRIC POWER AND IS LOANED UPON CONDITION THAT IT IS NOT TO BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO ANY PERSON WITHOUT THE WRITTEN CONSENT OF AMERICAN ELECTRIC POWER, OR FOR ANY PURPOSE DETRIMENTAL TO THEIR INTEREST, AND IS TO BE RETURNED UPON REQUEST.

**OHIO TRANSOCO
AMLIN - DUBLIN 138kV
PLAN & PROFILE**

EQUIP: TLN380:OH178
DWG: TLN380:OH178
SHEET: 1 REV: D

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESV HVV
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESV HVV



REV	REVISION DESCRIPTION	DATE	BY
D	PROGRESS PRINT	3/17/2021	CFD

200.0 ft. Horiz. Scale
40.0 ft. Vert. Scale

North

OHIO FRANKLIN COUNTY



ENR: CDF
DPR: CDF
DATE: 12/18/20
RWR: CDF

THIS DRAWING IS THE PROPERTY OF AMERICAN ELECTRIC POWER AND IS LOANED UPON CONDITION THAT IT IS NOT TO BE COPIED OR REPRODUCED, IN WHOLE OR IN PART, OR USED FOR FURNISHING INFORMATION TO ANY PERSON WITHOUT THE WRITTEN CONSENT OF AMERICAN ELECTRIC POWER, OR FOR ANY PURPOSE DETRIMENTAL TO THEIR INTEREST, AND IS TO BE RETURNED UPON REQUEST.

OHIO TRANSOCO
AMLIN - DUBLIN 138kV
PLAN & PROFILE

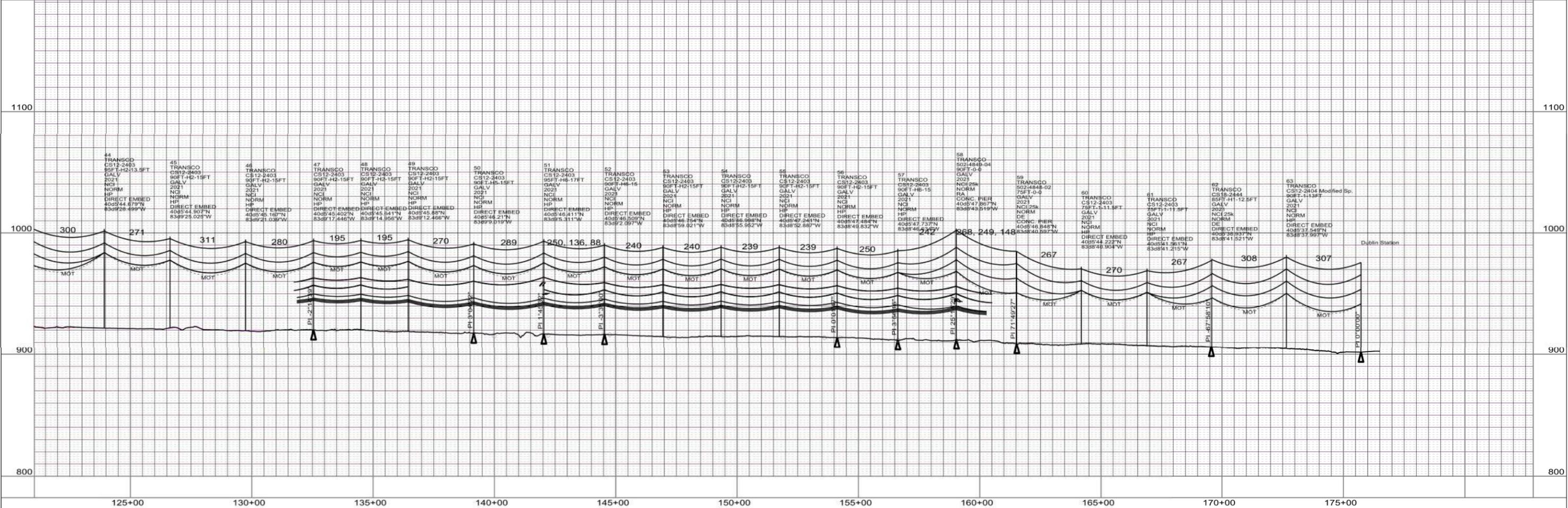
EQUIP: TLN380:OH178
DWG: TLN380:OH178
SHEET: 2
REV: D

FILE: C:\USERS\B27322\DOCUMENTS\PROJECT FILES\AMLIN - DUBLIN\PLS-CADD\AMLIN-DUBLIN 138KV - 2020 CRITERIA

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESC HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESC HVY

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESC HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESC HVY

SW (1) - 7 #8 ALUMOWELD @ 1,800 LBS NESC HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 4,000 LBS NESC HVY



REV	REVISION DESCRIPTION	DATE	BY
D	PROGRESS PRINT	3/17/2021	CFD

200.0 ft. Horiz. Scale
40.0 ft. Vert. Scale

North
OHIO FRANKLIN COUNTY



ENR:	CFD	CRP:	CFD
DRN:	-	APP:	CFD
DATE:	12/18/20	RW WFO:	

OHIO TRANSCO
AMLIN - DUBLIN 138kV
PLAN & PROFILE

EQUIP:	TLN380:OH178
DWG:	TLN380:OH178
SHEET:	3
REV:	D

Line Name: Amlin - Dublin

Line No.: TLN380:OH178 **Easement No.:** 28

EASEMENT

On this ___ day of _____, 2021, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, **City of Dublin**, whose address is 5555 Perimeter Drive, Dublin, Ohio 43017 ("Grantor"), an Ohio municipal corporation, hereby grants, sells, conveys, and warrants to **AEP Ohio Transmission Company, Inc.**, a(n) Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP") and its successor electric utilities a permanent easement ("Easement"), for a single electric transmission line, not to exceed 138kV, and for internal communication lines and appurtenant structures, equipment and fixtures (the "Transmission Line"), being, in, on, over, under, through and across the following described lands of Grantor, situated in the State of Ohio, Franklin County, Washington Township, City of Dublin, Tax Parcel Number 274-012327 ("Grantor's Property").

Grantor claims title by General Warranty Deed dated 6/30/2016 from RBG Properties, an Ohio general partnership, recorded on 7/7/2016 as instrument number 201607070086744 in the Franklin County Recorder's Office.

Auditor/Key/Tax Number: 274-012327

The Easement Area is more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

The right to initially construct the Transmission Line within the Easement Area, consistent with the construction drawings attached as Exhibit "B" (the "Initial Construction Plan"). AEP further has the right to reconstruct, operate, maintain, improve, inspect, patrol (by ground or air), protect, repair, remove, replace, and relocate the Transmission Line within the Easement Area in accordance with the terms of this Easement, except as limited by the Ohio Power Siting Board or any successor entity with jurisdiction over such improvements (the "OPSB"). Grantor shall be afforded notice and an opportunity to object to such improvements if available in the course of such OPSB proceedings. This paragraph shall not be construed to prohibit AEP from engaging without notice in any activities, including maintenance activities, that do not require OPSB approval.

Should AEP desire to use the Easement Area in a manner that is substantially or materially different than the use pursuant to the Initial Construction Plan, AEP must first obtain written consent from Grantor, which Grantor shall not unreasonably withhold.

This Easement and the rights granted herein are exclusively for AEP and its contractors. No other entity, individual, user, or joint user, shall be permitted to enter the Easement Area without separate, expressed written consent from Grantor.

The right, now or in the future, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means, any and all trees, overhanging branches, vegetation or brush situated within the Easement Area if, in AEP's sole discretion, said trees or vegetation endanger the safety of, or interfere with the construction, operation, or maintenance of AEP's facilities, or ingress and egress to the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees or vegetation endangers the safety of, or interferes with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

Grantor reserves the right to cultivate annual crops, pasture, or shrubbery, or construct fences (provided gates are installed that adequately provide AEP the access rights conveyed herein), light poles, streetlights, pedestrian and traffic control signs and devices, shared-use paths, sidewalks, and roads, or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or other vegetation or permit or construct any structures or improvements in the Easement Area that, in AEP's sole discretion, obstruct the Transmission Line, cause a violation of applicable regulatory – including clearance – requirements, endanger AEP's facilities within the Easement Area, including via subsidence or loss of support, or otherwise interfere with AEP's rights under this Easement.

AEP agrees to repair or pay Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, lawns, or any structure, real property, or personal property that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

AEP agrees to indemnify and hold harmless Grantor and its employees, agents, successors and assigns from and against any loss, claim or expense, including without limitation, claims for injury or death to person or damage to property or environmental damages occurring as a result of any act or omission of AEP or its successors or assigns in the installation, construction, operation, maintenance, repair, reconstruction, replacement and removal of its facilities or occasioned by any act or omission of AEP or its agents, contractors or employees in violation of a legal duty. This

indemnification shall not apply to damages caused by the negligence or willful misconduct of Grantor or its employees, agents, successors or assigns.

Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

In the event any provision of this Easement agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

This Easement agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Unless otherwise provided, this Easement, or any rights or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

This Easement and the permanent rights conveyed herein shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors, lessees, tenants, licensees, and assigns.

Grantor and AEP represent and warrant that they have the full right and authority to enter into this Easement.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR
City of Dublin

By: _____

Its: _____

State of Ohio §

§

County of _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021 by _____, _____, of City of Dublin, on behalf of the city.

Notary Public

Commission Expires: _____

IN WITNESS WHEREOF, AEP has set its hand(s) and seal(s) as of the last date set forth below.

AEP

By: _____

Its: _____

State of Ohio §

§

County of _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021 by _____, _____, of AEP, on behalf of AEP.

Notary Public

Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of AEP Ohio Transmission Company, Inc., a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, 8600 Smiths Mill Road, New Albany, OH 43054

EXHIBIT "A"

A VARIABLE WIDTH PERMANENT EASEMENT SITUATED IN VIRGINIA MILITARY SURVEY NUMBER 3452, CITY OF DUBLIN, COUNTY OF FRANKLIN, STATE OF OHIO, BEING PART OF LOT 3A AS SHOWN IN THE RESUBDIVISION OF PART OF UNIVERSITY BOULEVARD PHASE 2 (PLAT BOOK 129, PAGE 32), AND ALSO BEING A PART OF THAT PARCEL OF LAND GRANTED TO CITY OF DUBLIN, OHIO, AN OHIO MUNICIPAL CORPORATION BY INSTRUMENT NUMBER 201607070086744 OF THE RECORDER'S OFFICE OF FRANKLIN COUNTY, OHIO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3A, ALSO BEING A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF SAID UNIVERSITY BOULEVARD, SAID POINT BEING THE TRUE POINT OF BEGINNING OF SAID PERMANENT EASEMENT;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 3A AND SAID NORTHEASTERLY RIGHT OF WAY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 480 FEET, AN ARC LENGTH OF 26.82 FEET, A CHORD BEARING OF S 88°47'46" W, AND A CHORD LENGTH OF 26.82 FEET TO A POINT OF COMPOUND CURVATURE ON SAID NORTHEASTERLY RIGHT OF WAY;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 3A AND SAID NORTHEASTERLY RIGHT OF WAY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1076.50 FEET, AN ARC LENGTH OF 456.35 FEET, A CHORD BEARING OF N 77°27'31" W, AND A CHORD LENGTH OF 452.94 FEET TO A POINT OF COMPOUND CURVATURE ON SAID NORTHEASTERLY RIGHT OF WAY;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 3A AND SAID NORTHEASTERLY RIGHT OF WAY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 29.99 FEET, A CHORD BEARING OF N 34°43'56" W, AND A CHORD LENGTH OF 29.88 FEET TO A POINT OF TANGENCY ON SAID NORTHEASTERLY RIGHT OF WAY;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 3A AND SAID NORTHEASTERLY RIGHT OF WAY, N 26°08'28" W, A DISTANCE OF 24.15 FEET TO A POINT OF CURVATURE ON SAID RIGHT OF WAY;

THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 3A AND SAID NORTHEASTERLY RIGHT OF WAY, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET, AN ARC LENGTH OF 14.18 FEET, A CHORD BEARING OF N 19°08'15" W, AND A CHORD LENGTH OF 14.14 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY;

THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY AND THROUGH SAID PARCEL, THE FOLLOWING TWO (2) COURSES:

- 1. S 86°46'48" E, A DISTANCE OF 76.24 FEET;
- 2. S 77°06'58" E, A DISTANCE OF 432.86 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 3A;

THENCE ALONG SAID EASTERLY LINE, S 03°12'13" E, A DISTANCE OF 56.67 FEET TO THE TRUE POINT OF BEGINNING OF SAID PERMANENT EASEMENT, CONTAINING 0.872 ACRES, MORE OR LESS.



Tim Baker
TIM A. BAKER
PROFESSIONAL SURVEYOR No. 7818

2-2-21
DATE

NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AEP OHIO TRANSMISSION COMPANY, INC. FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS PER COUNTY ENGINEER OR ODOT UNLESS OTHERWISE NOTED.

LAND OWNERSHIP INFORMATION IS PROVIDED BY O.R. COLAN ASSOCIATES. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY SAM, LLC.

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)



929 Eastwind Drive,
Suite 201
Westerville, Ohio 43081
Ofc: 614.899.0079
email: info@saminc.biz

SAM PROJ. #: 50574
LINE NAME: AMLIN - DUBLIN 138KV LINE
LINE NUMBER: TLN380:OH178
EASEMENT NO: 28

REVISED: 02/01/2021 (SLS)

AEP OHIO TRANSMISSION COMPANY, INC.		
EASEMENT ACROSS THE LANDS OF CITY OF DUBLIN, OHIO, AN OHIO MUNICIPAL CORPORATION CONTAINING 0.872± ACRES		
SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF DUBLIN, LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 3452		
DATE: 2/1/2021	FILE: 274-012327-APP	SHEET: 1 OF 2

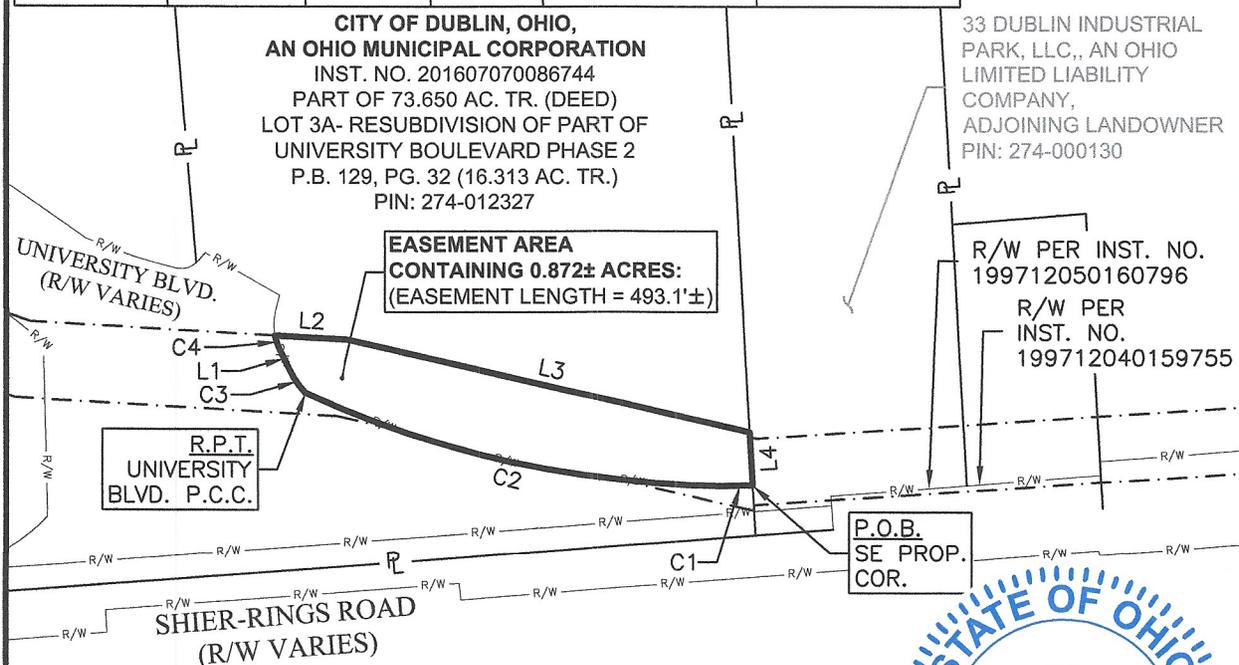
EXHIBIT "A"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N26°08'28"W	24.15'
L2	S86°46'48"E	76.24'
L3	S77°06'58"E	432.86'
L4	S03°12'13"E	56.67'



VICINITY MAP (NTS)

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	3°12'07"	480.00'	26.82'	S88°47'46"W	26.82'
C2	24°17'20"	1076.50'	456.35'	N77°27'31"W	452.94'
C3	17°11'04"	100.00'	29.99'	N34°43'56"W	29.88'
C4	14°00'17"	58.00'	14.18'	N19°08'15"W	14.14'



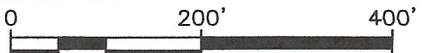
NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AEP OHIO TRANSMISSION COMPANY, INC. FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE SURVEY OF THE PROPERTY. ROAD RIGHT OF WAY WIDTHS PER COUNTY ENGINEER OR ODOT UNLESS OTHERWISE NOTED.

LAND OWNERSHIP INFORMATION IS PROVIDED BY O.R. COLAN ASSOCIATES. NO ADDITIONAL VERIFICATION HAS BEEN PERFORMED BY SAM, LLC.

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83)

Tim Baker
 TIM A. BAKER
 PROFESSIONAL SURVEYOR No. 7818
 DATE: 2-2-21



LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.C.C. POINT OF COMPOUND CURVATURE
- R.P.T. REFERENCE POINT TIE-DOWN
- RIGHT-OF-WAY LINE
- ROAD RIGHT-OF-WAY LINE
- ▭ EASEMENT AREA
- P. PROPERTY LINE (APPROXIMATE)



929 Eastwind Drive,
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 Westerville, Ohio 43081
 Ofc: 614.899.0079
 email: info@saminc.biz

SAM PROJ. #: 50574	GRAPHIC SCALE
LINE NAME: <u>AMLIN - DUBLIN 138kV LINE</u>	
LINE NUMBER: <u>TLN380:OH178</u>	
EASEMENT NO: 28	

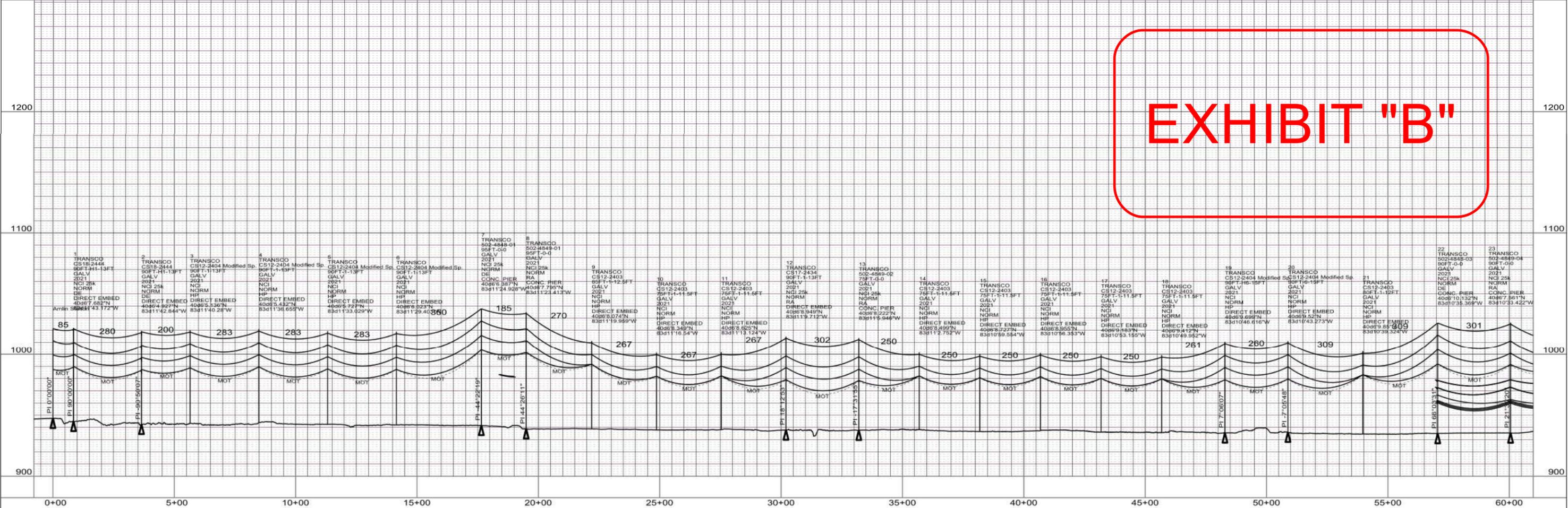
REVISED: 02/01/2021 (SLS)			
AEP OHIO TRANSMISSION COMPANY, INC.			
EASEMENT ACROSS THE LANDS OF CITY OF DUBLIN, OHIO, AN OHIO MUNICIPAL CORPORATION CONTAINING 0.872± ACRES			
SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF DUBLIN. LOCATED IN VIRGINIA MILITARY SURVEY NUMBER 3452			
SCALE: 1"=200'	DATE: 2/1/2021	FILE: 274-012327-APP	SHEET: 2 OF 2

SW (1) - 7 #8 ALUMOWELD @ 1,000 LBS NESV HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 4,000 LBS NESV HVY
SW (1) - 7 #8 ALUMOWELD @ 1,900 LBS NESV HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESV HVY
SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESV HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESV HVY

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESV HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESV HVY

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESV HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESV HVY

EXHIBIT "B"



REV	REVISION DESCRIPTION	DATE	BY
D	PROGRESS PRINT	3/17/2021	CFD

200.0 ft. Horiz. Scale
40.0 ft. Vert. Scale

North
OHIO FRANKLIN COUNTY

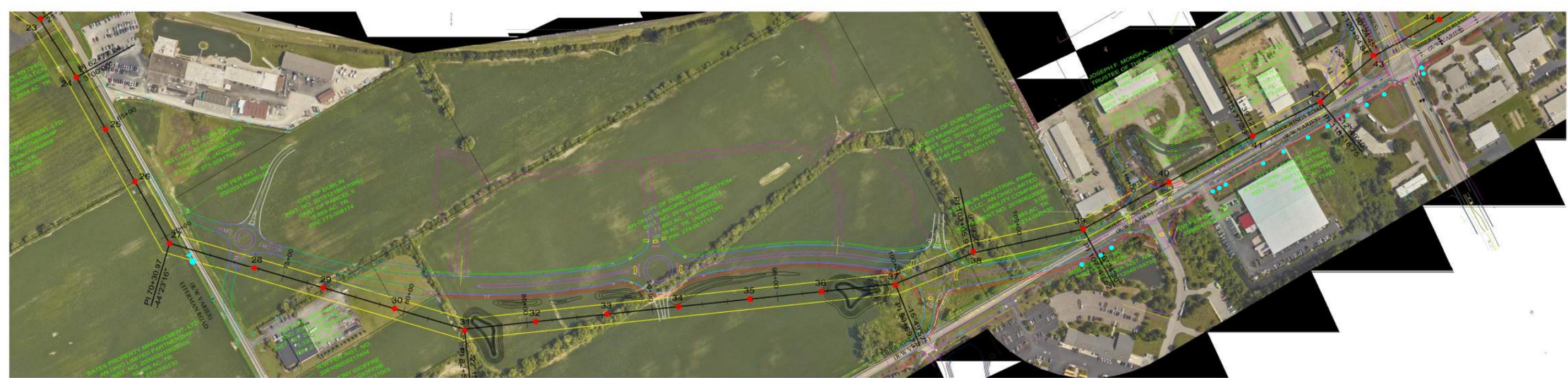
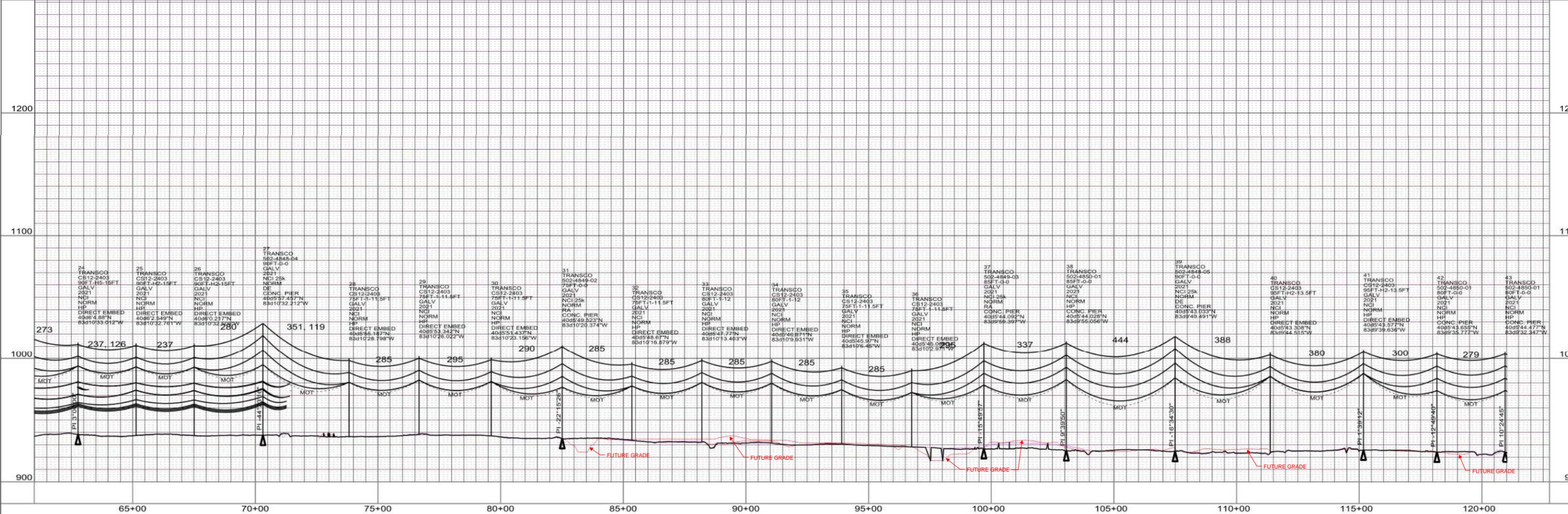


ENGR: CDF
DATE: 12/18/20
APP: CDF
REV: CDF

OHIO TRANSCO
AMLIN - DUBLIN 138kV
PLAN & PROFILE

EQUIP: TLN380:OH178
DWG: TLN380:OH178
SHEET: 1
REV: D

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESV HVV
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESV HVV



REV	REVISION DESCRIPTION	DATE	BY
D	PROGRESS PRINT	3/17/2021	CFD

200.0 ft. Horiz. Scale
40.0 ft. Vert. Scale

North

OHIO
FRANKLIN
COUNTY



ENR: CDF
DPR: CDF
DATE: 12/18/20
RWR: CDF

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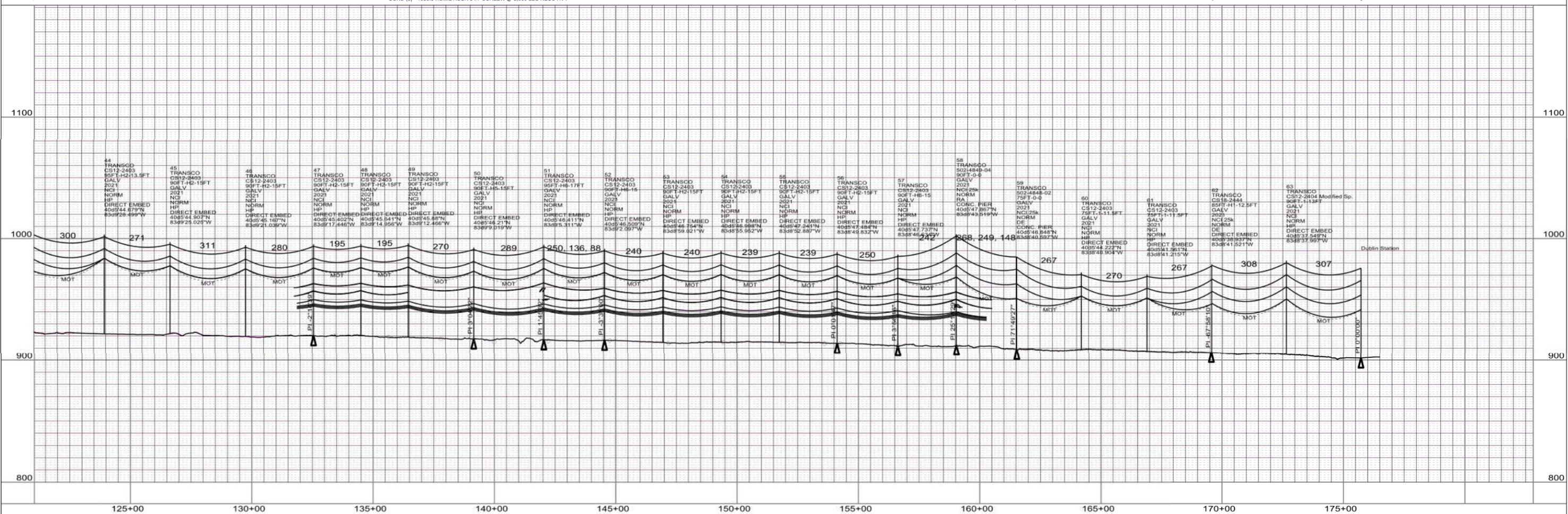
OHIO TRANSCO
AMLIN - DUBLIN 138kV
PLAN & PROFILE

EQUIP: TLN380:OH178
DWG: TLN380:OH178
SHEET: 2
REV: D

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESC HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESC HVY

SW (1) - AFL OPGW DNO-11839 0.646 48 FIBER @ 3,000 LBS NESC HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 5,000 LBS NESC HVY

SW (1) - 7 #8 ALUMOWELD @ 1,800 LBS NESC HVY
COND (3) - 1033.5 KCMIL ACSR 54/7 CURLEW @ 4,000 LBS NESC HVY



REV	REVISION DESCRIPTION	DATE	BY
D	PROGRESS PRINT	3/17/2021	CFD

200.0 ft. Horiz. Scale
40.0 ft. Vert. Scale

North
OHIO FRANKLIN COUNTY



ENR: CDF
DPR: -
DATE: 12/18/20

OHIO TRANSCO
AMLIN - DUBLIN 138kV
PLAN & PROFILE

EQUIP: TLN380:OH178
DWG: TLN380:OH178
SHEET: 3 REV: D